Supplier: NaviSite



State of Utah Request for Proposal State Cooperative Contract

Legal Company Name (include d/b/a if applicable) NaviSite, Inc.		Nun	Federal Tax Identification Number 52-2137343		State of Utah Sales Tax ID Number	
Ordering Address 400 Minuteman Raod			City Andover		State MA	Zip Code 01810
Remittance Address (if different from ordering address) PO Box 10138)	City Uni	/ iondale	State NY	Zip Code 11555-0138
Type ✓ Corporation ✓ Partnership ✓ Proprietorship ✓ Government		Company Contact Person Steven Godsey				
Telephone Number (include area code) 213-245-4994	Fax Number (include a code) 978-688-8100	area	Email Address sgodsey@navisite.com			
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered)		ian	Days Required for Delivery After Receipt of Order (see attached for any required minimums)			
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)				
Minimum Order		Company's Internet Web Address				
The undersigned certifies that in Utah. Yes ☐ No 🔽 . If no						ufactured, or performed
Offeror=s Authorized Representative=s Signature		title De	nt or type name and e ennis Sherwood, eneral Manager	Date 1-31-2	2011	
State of Utah Division of Purchasing Approval		Da	ite	Contra	act Number	
Kent Beers, Director						

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

- 1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.
- 2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer—s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer—s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.
- 3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.
- 4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.
- 5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION 's option.
- 6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- 7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5).

above). A register of proposals and contract awards are posted at http://purchasing.utah.gov/vendor/bidtab.html. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

- 9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the DIVISION.
- 10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.
- 11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
- 12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

Supplier: NaviSite

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

- 1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

- 1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
- 2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- 3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- 4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

- 1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- 2. Notwithstanding Section 1 above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
- 6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax

and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

- 8. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
- 9. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
- 12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 14. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 15. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.
- 16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and

- (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 17. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.
- **18. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.
- **19. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
- 20. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.
- 21. REPORTS AND FEES: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for the amount listed in the solicitation (net of any returns, credits, or adjustments) under this Contract for the period. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

- 22. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
- 23. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.
- 24. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.
- 25. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.
- 26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political

subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

- 27. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.
- 28. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.
- 29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
- 30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.
- 32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.
- **33. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.
- 35. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.
- 36. PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.
- 37. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
- 38. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

- 39. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
- 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.
- 40. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 41. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State

Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Aug 2010

SERVICE LEVEL AGREEMENT

NaviSite Hosted SharePoint Availability

This Service Level Agreement Services Availability ("SLA") is made subject to the terms and conditions set forth in that certain Master Services Agreement and any related agreements, amendments and/or attachments (collectively, the "Agreement") executed between the parties. The Parties hereby represent and warrant to each other that each Party will comply with and be bound by its terms and conditions, as well as those contained in the Agreement. If the Parties have not executed a NaviSite Master Service Agreement, then the terms and conditions of NaviSite's standard Master Service Agreement are hereby incorporated into this SLA by reference. Any terms defined in the Agreement shall have the same meaning in this SLA as in the Agreement. In the event that any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provisions of this SLA shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent with the Agreement.

This SLA describes NaviSite's duties, obligations and responsibilities related to the Service Levels for the NaviSite Services and certain of Customer's responsibilities. This SLA includes Exhibit SLA-1 which describes those specific Service Level measurements that NaviSite will provide to Customer.

1) Definitions

Capitalized terms used but not defined in this SLA shall have the respective meanings set forth in the Agreement. The following terms have the meanings set forth below when used in this SLA:

Availability is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100. For purposes of determining whether NaviSite's performance meets any Availability Service Level, NaviSite's Availability performance for each month of the Term will be measured based on a monthly average, calculated once monthly within twenty (20) Business Days following the end of the applicable calendar month. For a Non-Clustered System, the percentage for each server will be calculated and these percentages will be averaged to calculate the Availability for that Non-Clustered System.

Actual Uptime is, of the Scheduled Hours, the aggregate number of hours in any month during which the System is actually available for use by Users. For the avoidance of doubt, for a Clustered System, the Clustered System is deemed available for use by Users during time periods in which any of the clustered servers are available for use by Users.

System consists of the server(s) listed on the Service Order, the Microsoft SharePoint software application and the NaviSite Network, but excluding software (including custom application software) provided by Customer. A System will be either a Clustered System or a Non-Clustered System, as specified on the Service Order.

Clustered System is a System that includes two or more servers and that utilizes a Microsoft Cluster Service (MSCS) feature, Network Load Balancing, or application redundancy designed to provide automatic failover to a secondary server in the event a primary server is not available.

Non-Clustered System is a System that includes one or more servers and that does not utilize the MSCSfeature.

NaviSite Network is the configuration (hardware components, software, and communications devices, lines and cabling) used to transmit and receive data signals within NaviSite's data center and between NaviSite's data center and the Internet.

Business Day is Monday through Friday, excluding U.S. holidays, 8:00am-8:00pm local time.

Excusable Downtime is the aggregate number of hours in any month during which the System is unavailable during Scheduled Hours due to: (1) any of the items listed in Section 4 (b) (General) of this SLA; (2) a Scheduled Outage or (3) any other situation that is not attributable to NaviSite's failure to exercise due care in performing its responsibilities.

Emergency Situation is an instance when Customer is experiencing severe, adverse business impact related to the NaviSite Services and for which Customer, on an exception basis, requests that NaviSite respond and work to resolve outside the normal Service Level criteria. In the event the emergency is caused by the Customer or by some event that is outside the reasonable control of NaviSite, the services provided by NaviSite to resolve the emergency situation shall be billed on a time and materials basis.

Force Majeure Event is an event beyond the reasonable control of NaviSite, including fire, flood, earthquake, elements of nature, acts of war, acts of God, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties, governmental act or failure of the Internet.

Monthly Services Charge is the recurring fixed charge to Customer for the NaviSite Services. For the avoidance of doubt, the Monthly Services Charge does not include one-time or other non-recurring charges such as set-up charges or consulting services charges.

Scheduled Hours are the days of the week and the hours per day for which NaviSite has committed in Exhibit SLA-1 to an Availability Service Level for the System and during which periods such Availability Service Level will apply.

Scheduled Outage is of the Scheduled Hours, the aggregate number of hours in any month during which the System is scheduled to be unavailable for use by Users due to such things as preventive maintenance or upgrades. Scheduled Outages will occur within the hours of Sunday at 6:00 p.m. to Monday 6:00 a.m. Eastern Time North America or such other time periods subject to Customer's approval, which approval shall not be unreasonably withheld.

Service Levels are the service delivery criteria established for certain of the NaviSite Services as set forth in this SLA.

Transition Period is the period beginning on the effective date of the Service Order and ending on the date after implementation and testing of the System is complete and the System is available for use in production by Customer.

2) Transition Period

Service Levels, Minimum Service Levels and Service Level Credits will not apply during the Transition Period.

3) General

Customer agrees to correct problems and attempt to minimize the recurrence of problems for which Customer is responsible and that prevent NaviSite from meeting the Service Levels.

If at any time the Customer is in default under the Agreement, then the Customer will not be entitled to any service credits.

Each Customer is limited to receiving a total of 50% of fees due NaviSite in that calendar month from all applicable Service Level Agreements combined.

4) Credit Exceptions

Credit will not be issued under this Service Level Agreement for any covered outage that, as determined by NaviSite in its reasonable judgment, results from:

- Downtime due to Customer-initiated changes whether implemented by Customer or NaviSite on behalf of Customer;
- Downtime caused as a result of the Customer exceeding system capacity;
- Downtime due to viruses, except where downtime is due to failure to apply a generally available and approved definition within 6 hours of a documented outbreak;
- Downtime due to Customer required operating system software revisions and hardware/software configurations that are not NaviSite tested and approved;
- Downtime due to problems caused by Customer-supplied Web site content or software (e.g. faulty CGIs or third party applications);
- Downtime due to Customer failure to adhere to NaviSite's change management process and procedures;
- Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to NaviSite's network or to the Customer's Web site at the request of Customer;
- Downtime caused by Acts of God or natural disasters;
- Any event or condition not wholly within the control of NaviSite; and Violations of NaviSite's Acceptable Use Policy;
- The negligence or willful misconduct of Customer or others authorized by Customer to use the Services provided by NaviSite;
- Any failure of any component for which NaviSite is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or web site content;
- Any failure of Customer-provided local access facilities;

- Any scheduled maintenance announced 48 hours in advance up to an accumulated total of 8 hours per month; and any emergency maintenance announced 60 minutes in advance up to an accumulated total of 2 hours per month.
- Any failures that cannot be corrected because the Customer is inaccessible.

4) Minimum Service Levels

Introduction. Should NaviSite fail to achieve a minimum level of service for certain the NaviSite Services detailed in the Agreement("Minimum Service Level" or "MSL"), NaviSite acknowledges that Customer may be damaged by such failure. Because the precise amount of such damages, if any, would be difficult, in most cases, to ascertain, NaviSite agrees that in the event of such failure Customer shall be entitled to receive, in lieu of all other remedies available to Customer, a credit ("Service Level Credit" or "SLC") as liquidated damages from NaviSite, as set forth in this Section, against the charges owing to NaviSite under the Service Order. Customer and NaviSite agree that such Service Level Credits are liquidated damages and that, except as otherwise provided in this SLA, such credits will constitute Customer's sole and exclusive remedy with respect to the failure for which the Service Level Credits are payable.

Service Level Credit Calculation. Failure to meet the System Availability MSL for any month will result in a Service Level Credit amount that will be determined as follows: for every 0.10% the System Availability is below the System Availability MSL, the applicable Service Level Credit shall be 0.20% of the Monthly Services Charge. For example, if the Monthly Services Charge is \$100,000, the Service Availability MSL is 99.5% and the Service Availability is 97.5%, the applicable Service Level Credit would be \$100,000 x ((99.5% - 97.5%)x 2) = \$4000. If the System Availability falls below 90.0% for two consecutive months or for four months in any consecutive 12-month period, in addition to the above Service Level Credits Customer may terminate the affected Service Order without penalty. In no event will NaviSite be liable for Service Level Credits in any one month that are in excess of one hundred percent (100%) of the Monthly Services Charge due NaviSite for that month.

EXHIBIT SLA-1

Service Component	Scheduled Hours	Minimum Service Level
Non-Clustered System	24 hours/ 7 days per week	99.5%
Availability Service Level calculation: {[(Actual Uptime + Excusable Downtime)/ Scheduled Hours] x 100}		

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STATE OF UTAH Hosted Email, Communication and Collaboration Services Solicitation PR11059

NaviSite Proposal

Prepared On:

February, 1 2011

Proposal Valid for 180 Days from Date of Issue

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NaviSite Service Proposal



Letter of Transmittal

January 25, 2011

Pamela B. Rugg, Purchasing Agent State of Utah prugg@utah.gov

Re:

Bid PR11059—Utah Hosted Email, Communication and Collaboration Services

Dear Ms. Rugg:

NaviSite is pleased to present our response to the Utah Division of Purchasing and General Services. NaviSite, Inc. (NASDAQ: NAVI) is a leading worldwide provider of enterprise-class, cloudenabled hosting, managed applications and services. With over 20 years' experience, NaviSite provides a full suite of reliable and scalable managed services, including Applications Services, industry-leading Enterprise Hosting and Managed Cloud Services for enterprises looking to outsource IT infrastructures and lower their capital and operational costs. Leveraging our diverse network of nine enterprise class data centers across the U.S. and the U.K., four of which are SAS 70 certified, and our strategic partnerships with technology leaders such as Microsoft, Oracle and Sun, NaviSite offers a predictable technology environment and a complete suite of infrastructure and application solutions.

NaviSite's Enterprise Managed Hosting consultants are committed to your success, closely partnering with you as an extension of your team. We have detailed knowledge in leading email and infrastructure solutions, virtual solutions, global configurations, compliance/governance requirements, application integration/conversions/interfaces and key business analysis and reporting needs. NaviSite uses industry best practices to deploy a system that is right for your company. In short, NaviSite provides end-to-end consulting and hosting services for Managed Hosting solutions and implementations. Our consultants listen, share knowledge and use their vast business expertise to design a system that is scalable, efficient and effective for managing your most important asset – your workforce.

How we differentiate ourselves from our competitors:

- First to market with Hosted Exchange 2003
- State-of-the-art engineered solutions for messaging, including patching, anti-spam, anti-virus and compliance
- 15+ years of experience focused on messaging solutions
- Messaging engineers at work 24x7x365
- Best-of-breed monitoring and management, and support tools and systems designed exclusively with messaging in mind
- Notable leadership in the messaging world
- Hosted email, communication and collaboration services are a core competency for NaviSite—not an add-on solution

NaviSite's tactical global delivery model, backed by an expert team of over 580 professionals and 24x7x365 Network Operating Centers, make NaviSite a trusted technology partner, always ready to support a growing list of 1,300+ customers around the globe. Since our start in 1997, NaviSite has

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Bid PR11059

continually grown all of our product lines – negotiating larger deals and increasing our recurring revenue within our new enterprise hosting and application services portfolio. NaviSite experienced total revenue of \$126 million in our most recent fiscal year.

NaviSite affirms it will comply with the requirements, provisions, terms and conditions specified in the RFP. NaviSite has attached the required Offer Form. We do not plan to use any subcontractors for this engagement.

Sincerely,

Steven Godsey

Steve Godsey, Regional Sales Director sgodsey@navisite.com

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(1) Executive Summary

NaviSite is a world-leading enterprise hosting and application management company offering a comprehensive suite of customized IT-as-a-Service solutions. We enable companies small and large to reduce the cost and complexity of IT and focus on their core business. NaviSite provides innovative, customized enterprise class solutions and exceptional world class service to complement your IT department, allowing you to lower costs, increase service levels, and free your IT resources to concentrate on your business priorities.

Lower Costs and Increase Financial Flexibility

- Reduce Operating Costs: NaviSite will typically lower your IT operating costs by at least 20-40%. The savings are created by leveraging our economies of scale in the utilization of our technology platform; IT infrastructure network; automated tools; and highly evolved monitoring and remediation processes.
- Reduce Capital Expenses: NaviSite solutions leverage our robust, best-of-breed enterprise
 platforms across our global network of data centers. We reduce your initial capital
 requirements and free your working capital to enable you to focus on your critical business
 priorities.
- Flexible, Utility Based Pricing: NaviSite will provide you with the flexibility to adapt your IT solution to your Business needs resulting from growth, changes in market demand, seasonality, reporting needs, marketing or development initiatives.

Superior People, Processes, and Technology

- Access to Cutting Edge Technologies: NaviSite continuously invests in upgrading our best-of-breed technology platforms, processes and infrastructure to evolve an IT ecosystem unrivaled by competitors and internal IT organizations.
- Access Broader and Deeper Sets of Skill and Expertise: NaviSite offers deep expertise in
 a broad spectrum of technologies and applications. Our traditional strength in data center
 infrastructure, emerging leadership in SaaS enablement, Virtualization and Enterprise Cloud
 computing is coupled with our deep experience of enterprise application management
 including centers of excellence in the life cycle management of Oracle, PeopleSoft, Siebel,
 Microsoft Dynamics, Microsoft Exchange, Lotus Notes and custom application development.
- Achieve Faster Time to Market for Projects: NaviSite will implement customer projects
 faster than internal IT departments. The design and implementation of IT solutions is our
 business and our people, process and technologies are aligned to offer quick turnaround
 times with minimal risk. There is no need to wait for new hardware or human resources to
 get your IT projects implemented as quickly as possible.
- Achieve Compliance with Regulatory Requirements: NaviSite's solutions leverage our SAS70 Type II compliant data centers to meet regulatory requirements specific to many industry verticals. We have the tools, infrastructure, expertise and design processes for comprehensive compliance solutions for Sarbanes Oxley, HIPAA, PCI and many others at a cost lower than what our competitors or internal IT departments can guarantee and achieve.

Exceptional Service

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- Improve and Guarantee Measurable Service Levels: NaviSite guarantees service levels
 to ensure uninterrupted delivery and optimally performing IT systems and applications. Our
 technology platforms are built on redundant systems and are continuously monitored by our
 experienced professionals. Service level guarantees are part of our contract with customers
 and unmatched by even the best-in-class internal IT departments.
- Always There®: NaviSite differentiates our service based on our 24x7 Always There service
 and support philosophy. Our globally networked Network Operations Centers are staffed
 around the clock to ensure your service issues are addressed immediately. In addition we
 provide dedicated account management to ensure we are always aligned with your evolving
 IT challenges and priorities.
- Reduce the Risk and Complexity of IT: NaviSite's broad portfolio of integrated IT solutions
 reduces your IT vendor matrix thus eliminating the need for multiple suppliers. NaviSite will
 simplify your telecom, data center, IT services, software, hardware and applications
 management environments to ensure your IT services are always available to meet your
 business needs.

NaviSite—Dedicated to Your Success

At NaviSite we pride ourselves on our company-wide commitment to your success. Whether you are looking for a technology partner for a specific project or management of your global IT assets, you can rest assured NaviSite is dedicated to ensuring your end users and customers receive nothing but exceptional service. Our goals are simple and transparent: help our customers achieve the greatest benefit from their IT investments, operate in the most technically efficient manner with the highest level of service delivery, and ensure our customers are able to leverage technology to achieve a competitive advantage. We do this with a highly skilled, technically savvy team that is committed to the success of the relationship with our customers.

Hosted Exchange Experience

As NaviSite was first to market with Hosted Exchange 2003, we remain a leader in messaging, managed hosting infrastructure and application management, with clients that include Hyatt, Chrysler and many other highly-regarded entities that rely on our expertise to provide business efficiencies.

How we differentiate ourselves from our competitors:

- 15+ years of experience focused on messaging solutions
- Messaging engineers at work 24x7x365
- First to market with Exchange 2003
- Currently hosting Exchange 2007 and 2010 customers
- State-of-the-art engineered solutions for messaging, including patching, anti-spam and antivirus
- Notable leadership in the messaging world
- Best-of-breed monitoring, management and support tools and systems designed exclusively with messaging in mind
- Messaging is a core competency business for NaviSite

NaviSite's Dedicated Exchange Solution will provide our full range of maintenance, management and monitoring services in conjunction with additional measures to ensure high levels of

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performance and security. NaviSite solutions leverage our state-of-the-art infrastructure, experience of our IT teams and our extensive resources and relationships to produce a low-risk, maximum return on your technology dollar.

Our Exchange Solutions offer simplicity and savings, an ideal solution to email headaches. Our service helps reduce costs and replace investments in software, hardware and support staff with predictable monthly fees so you can focus on your core initiatives. With NaviSite as your partner, you don't give up reliability or security. In fact, because of NaviSite's extensive investment in world-class data centers, many customers find we can provide a far superior level of security in addition to a superior messaging environment that is monitored and managed 24x7x365.

Exchange Service Overview

NaviSite provides a broad range of cost-effective outsourced solution for messaging and collaboration such as email, instant messaging, online workspaces and more. We deliver the latest messaging and collaboration technology, such as Microsoft Exchange, for a fixed monthly fee. Our Exchange Solution is delivered from our world-class data centers and supported by our messaging technical team. By choosing NaviSite for your messaging and collaboration services, you will have the benefit of working with one of the most experienced teams in the messaging space.

As a NaviSite Exchange Solution customer you will enjoy a variety of benefits:

- Improved reliability for messaging services, providing better access to business critical email, financially backed up by service level agreements
- Lower total messaging costs due to the efficiencies of our messaging platforms
- Protection from spam and email-borne viruses with NaviSite managed spam filtering service
- Improved focus on mission-critical IT projects as the Hosted Exchange solution allows IT resources to focus on other projects
- Access to the latest messaging technology through NaviSite's technical team
- Increased expense control due to unpredictable maintenance and support costs being replaced by constant, regular monthly fees
- Rapid scalability when organizational needs require changes in email infrastructure without the cost of deploying scalable infrastructure up front

The NaviSite customer value proposition is simple. NaviSite lowers the cost of managing complex, enterprise operations by leveraging our world-class people, processes and technology to reduce the risk of infrastructure and application downtime. NaviSite delivers the highest level of technology and services available today to address the increasing demand for efficiency and reliability of enterprise operations. We will apply these benefits to exceed your goals.

Why NaviSite Email Hosting?

Email is vital to an organization's continued communication and efficient operation. It is the business system that must absolutely, without-a-doubt; operate on a 24x7x365 basis. Organizations that entrust their email infrastructure to a hosting provider need a partner that understands around-the-clock requirements and provides email as a "dial-tone" utility. NaviSite offers a depth of experience in Messaging Hosting that few other hosting providers can even approach.

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For example:

- We were one of the first hosted email providers in the country (as Interliant, acquired by NaviSite in 2003)
- · We were first to market with Hosted Exchange
- We are proud to manage some of the largest hosted messaging installations in the world and we continue to lead the messaging pack with Hosted Exchange 2007 and Hosted SharePoint
- We are one of the only Hosting providers in the world to be deeply technical in both Microsoft Exchange and IBM Lotus Domino; customers with a mixed environment or migration needs won't find a more knowledgeable partner than NaviSite

Companies come to NaviSite for Messaging and Collaboration because we provide reliability, predictable costs and a Service Level Agreement that frees our customers to focus on their core businesses.

Here are more reasons why many clients choose NaviSite as their complete IT Solutions provider:

- Microsoft Gold Certification, demonstrating NaviSite meets the high levels of service readiness, competency, capacity and scalability required by Microsoft. NaviSite is one of only a handful of companies worldwide to have achieved this distinction, and we are the #1 hosting partner for Microsoft Solutions. NaviSite offers complete management and/or hosting for Microsoft Dynamics' entire product suite through several flexible options: on-premise management, remote monitoring and management or a fully-hosted solution within NaviSite's enterprise-class data center facilities.
- Advanced Infrastructure Services Competency: NaviSite has also been recognized as a
 Microsoft Gold Certified Partner for its Advanced Infrastructure Services Competency,
 designed for partners with proven expertise in designing and/or implementing complex
 infrastructure solutions such as Active Directory®, Microsoft Host Integration Server-based
 solutions and Microsoft Exchange Server solutions.
- Breadth of Our Services: NaviSite services cover a wide spectrum of IT applications and
 infrastructure, packaged and custom applications, consulting and ongoing management
 services with data centers and offices across the US, UK and India so customers can easily
 operate and manage their critical IT needs with one partner and scale these services as their
 organization grows.
- Expertise of our People: We have developed, managed and implemented hundreds of IT solutions and we know how to do it efficiently and effectively. Our delivery team is highly knowledgeable about IT infrastructure and applications, and their importance to your business.
- Flexibility and Responsiveness: NaviSite is known for its flexibility and responsiveness.
 We are particularly adept at designing solutions that meet our customers' specific requirements and are committed to delivering the highest levels of service and proactively responding to our customers' needs.

Hosted SharePoint Experience

Collaboration tools have transformed the way people and businesses interact. SharePoint connects people, teams and information across various business processes. This next-generation tool offers single-point, web-based access to project documents, contact lists, schedules, deliverables,

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completed tasks and calendars for every member of the team, while facilitating versatile control over documentation.

NaviSite's SharePoint services offer many benefits. Having a central location makes it easier to manage and find critical information, resulting in increased productivity and more efficient workflow. Version control reduces redundant work and promotes smoother project management, and the ability to share items, such as project tasks and calendar events, keeps team members on the same page throughout a project. Lastly, online discussion boards facilitate efficient communication.

Most importantly, NaviSite has extensive expertise with Microsoft solutions. NaviSite's SharePoint solution is easily scaled to grow with your business and flexible to fit your individual needs – all at a competitive price.

Whether it's streamlining business processes or improving the progression of a project, NaviSite's SharePoint solution is about helping your organization better manage, communicate and share information – to improve your productivity and facilitate your success.

NaviSite's hosting features include:

- Server software and hardware for Microsoft Windows SharePoint Services hosting, located in a secure data center facility
- Single sign-on with hosted Microsoft Exchange
- Security, including SSL for secure data transfer and firewall protection
- Web portal for anytime, anywhere access
- Storage space to fit various size requirements
- Simple user interface for site customization

SharePoint provides an online portal for document sharing and collaboration. The workspace can be customized with templates to match a wide range of office environments.

Proposed Solution

NaviSite's proposal provides of a blend of cutting edge technologies including Postini, Trend Micro, Cisco, Microsoft Threat Manager Gateway 2010, Microsoft Exchange Server 2010, Microsoft SQL Server 2008, Microsoft Office SharePoint Server 2010, Microsoft Office Communications Server 2007 and Blackberry Enterprise Server. NaviSite has chosen Postini as the Cloud-based "Unified Email Management" solution to supply services including Email Security, Searching, Archiving, Compliance, Litigation Hold, and E-Discovery.

The design spans two geographically separated datacenters that follow SAS70 Type II controls for security and a FISMA compliant environment. The State of Utah will have dedicated Cisco based firewalls in front of the Messaging and Collaboration systems. For additional security, highly available Microsoft Threat Manager Gateway servers provide proxy services for remote services. The Exchange Servers are setup with redundant and highly available Hub, CAS, and Mailbox (Database Availability Groups) servers with scaled dedicated Active Directory Controllers. SharePoint is setup with front-end web servers backed into clustered SQL Servers. Office Communication Servers are arranged in an Enterprise Pool with an Edge facing networks.

NaviSite recognizes the need of customers for a variety of storage needs and supports an aggregate storage (pool) model. Mailboxes are provisioned and sized according to The State of Utah standards and essentially draw from the pool of available storage. The architecture is highly available and

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completely scalable. The exact number of support users will depend on profiling of email trends, but the system can support in excess of the 40,000 users with limited hardware add. Monthly automation polls the system and reports usage which is translated into a revised bill monthly. The ability to increase/decrease mailbox sizes is managed by The State of Utah. The State is allowed great flexibility and will maintain "Recipient Admin" functionality with the solution. Microsoft Office SharePoint Server is similar in design with a pool of storage allocated for the sites.

NaviSite recommends the addition of Ensim Unify Enterprise to the environment. Ensim Unify is optimum in larger deployments can greatly enhance the capability for users to self-manage their environment. Ensim Unify Enterprise Edition provides enhanced management through automated provisioning, mobile and client device configuration, delegated administration, audit reporting, and resource optimization. Ensim Unify allows organizations to decrease operating costs, improve workforce effectiveness, and meet IT security and compliance goals. The product is modular in design allowing for managers to be added to the configuration for different services. The Ensim Modules are Active Directory Manager, Exchange Manager, Mobility Manager, OCS Manager, Distribution Group Manager, and Report Manager.

Active Directory Manager is a role-based management tool Senior IT policy makers insulate AD from unauthorized changes by delegating access for specific tasks to the appropriate people. IT can also delegate specific management tasks to others that may include Help Desk, HR professionals and end users.

Active Directory Manager provides:

- Granular role-based delegated administration
- Customize provisioning and de-provisioning policies
- Complete security group and OU management
- · Reporting management for security audits

Exchange Manager allows senior IT administrators to set policies that work hand-in-hand with Active Directory to protect your Exchange environment, and your uptime guarantees.

Ensim Unify Exchange Manager includes these capabilities:

- Granular role-based delegated administration
- Restrict specified roles by Organizational Units (OU)
- Advanced compliance reporting and audit logs
- IT policy-based end user self-service

Ensim Unify Mobility Manager allows BBE to mitigate risk, simplify the Mobility management burden, and allow users to utilize a wider variety of mobile devices.

Mobility Manager provides:

- Automatically enforce provisioning and de-provisioning policies
- Generate and set user activation passwords, and password management
- Ability to remotely lock/wipe the device
- Ability to remotely activate and update devices

OCS Manager provides a complete, role-based access management and user provisioning solution that can be deployed for Microsoft's Office Communication Server infrastructure. Ensim is flexible in

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allowing System Administrators to define resource pools all the way down to end user, self-service for management of group chat lists.

Distribution Groups (DG) Manager provides role-based delegated administration via a web portal for complete management of distribution groups, saving time and money by empowering department managers and/or end users to manage distribution groups without compromising security or compliance requirements.

Distribution Group Manager:

- Lowers Costs for supporting DGs
- Automates Policy and Maintenance
- Maintains Security and Regulatory Compliance

Ensim Unify Report Manager is an intuitive web based reporting solution for Active Directory. With instant access to critical information, administrators can monitor the health and status of their environment in real time while meeting regulatory compliance and audit needs. With the use of custom-built report views, the ability to create default reports as well as export reports, critical data can be shared with related departments. Ensim Unify Report Manager ensures you have a detailed and accurate picture of your working environment.

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(2) Required Business Qualifications

(Section 3 of RFP)

All Respondents must organize their responses so the level of compliance with Section 3.0 is clearly identified. Failure to do so may disqualify a Respondent's proposal from later evaluation phases. All of these requirements must be met to proceed to Phase 2 evaluation. Qualifications are acceptable only as clarifications to otherwise compliant statements.

3.1 General Business Requirements

(M) Respondents must indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A, and the DTS Standard Terms and Conditions included as Attachment C. Any exceptions to these terms and conditions must be noted. Significant exceptions may constitute grounds for rejecting respondent proposals.

NaviSite Response: Supported

NaviSite agrees with the majority of the State of Utah Standard Terms and Conditions; however, we have noted a few exceptions in the <u>Exceptions</u> section of our response.

3.2 Experience

(M) Respondents must be able to provide reference installations from a minimum of five government or commercial customers for their Hosted Email, Communication and Collaboration services offering. References must include environments and complexity that is similar in scope to the State of Utah. Any proposals from Respondents that cannot meet these requirements will not be considered. The Respondent should provide specific contact information describing their reference installations, which may be verified.

NaviSite Response: Supported

Reference 1: Headquartered in the United Kingdom, this customer is an international group employing some 8,000 people specializing in aerospace equipment, high performance sensors, defense training and combat systems.

The NaviSite solution included:

- Exchange Email Services for 6,000 mailboxes
- Dedicated Archiving and eDiscovery Services
- Hosted and managed in US and UK SAS-70 Type II data centers

Reference 2: A leading global provider of environmental, health and safety, risk, and social consulting services, this customer delivers innovative solutions for business and government clients, helping them understand and manage their impacts on the world around them.

The NaviSite solution included:

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- Exchange Email Services for 5,000 mailboxes in 40 countries
- Implementation and Migration on Exchange 2010
- Hosted and managed in UK and US SAS-70 Type II data centers

Reference 3: This university customer has nearly 20,000 individuals studying in the undergraduate college and 10 different graduate schools as well as an extension school.

The NaviSite solution included:

- Enterprise Exchange for Faculty Members
- 10,000 Mailboxes
- Complex migration from legacy Exchange and Unix environment to Exchange 2007
- Currently migrating from Exchange 2007 to 2010

Reference 4: This customer is a global company with a 50-year history of providing hospitality services to its associates, guests and owners.

The NaviSite solution included:

- Enterprise Email Services for 415 branded properties and 35,000 mailboxes
- Global consolidation of disparate email systems and platforms.
- · Chat, Presence, and Web Conferencing
- Custom Administration Portal
- Geographically redundant solution across multiple NaviSite data centers

Reference 5: This customer is a global customer providing entertainment and media service to customers. The customer has nearly 600 users based in five locations including Latin America.

The NaviSite solution included:

- Enterprise Exchange for 600 global employees
- Completed full risk assessment profile using NaviSite Professional Services
- Migration from Exchange 2003 to 2007

Employed NaviSite to manage the entire project from procurement to migration to deployment

Out of respect for our current customers' time and privacy, we choose not to provide specific contact information in the general response stage for an RFP until we are selected for the next round or as a finalist. A number of additional references at a variety of service and product levels can be provided upon request and contact will be coordinated with the selected client reference.

3.3 Financial Stability

(M) The infrastructure Respondent vendor must provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number

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and score for the parent company that will be financially responsible for performance of the agreement. Prime contractors working on behalf of Respondents must submit financial statements that demonstrate financial stability, and adequate working capital, but do not need to meet 4A2 credit rating requirements. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information.

NaviSite Response: Supported

NaviSite's audited financial statements have been provided as separate attachments to our RFP response. Please refer to the PDF titled *NaviSite_Annual Reports*. NaviSite is not a branch or wholly owned subsidiary of any other company. NaviSite's D&B number is 969941806. Our composite credit rating is unavailable under D&B.

3.4 Availability

(M) The Respondent must propose a Hosted Email, Communication, and Collaboration solution that will deliver availability of 99.9% or greater, inclusive of scheduled downtime required for maintenance and upgrades. Measurement shall be reported on a monthly basis with a cumulative year to date. Extra points will be awarded to respondents that can guarantee 99.99% or greater availability.

NaviSite Response: Supported

NaviSite's standard SLA is 99.5% Service Availability for Customer-purchased Covered Services. With the purchase of additional hardware, NaviSite can provide up to <u>99.999</u>% availability.

The level of hardware ordered by a customer, as per the Hardware Requirement column below, shall dictate the Uptime Availability that NaviSite is able to offer. The minimum Hardware Requirement that a customer may subscribe to is the requirement associated with a 99.5% Uptime Availability. The manufacturer-maintenance support is designated in the table below by the number of hours of the day and days of the week during which support requests can be opened, followed by the amount of time it takes to deliver replacement parts to the NaviSite data center by the manufacturer. For example, a 24x7x4 maintenance support from the manufacturer or vendor means that support tickets can be opened 24 hours a day, 7 days a week and replacement parts will be onsite within 4 hours. NBD means Next Business Day.

Uptime Availability	Hardware Requirement
99.5%	Requires purchase of new equipment with manufacturer-maintenance contract with 24x7x4 support
99.9%	Requires redundant (N+1) equipment with manufacturer-maintenance contract with 24x7xNBD support
99.99%	Requires redundant (N+1) equipment with manufacturer-maintenance contract with 24x7x4 support
99.999%	Requires redundant (Nx2) equipment with manufacturer-maintenance contract with 24x7xNBD with onsite spares

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3.5 Project Management and Implementation Plan

A Project Management and Implementation plan is required and must be submitted in accordance with Section 4.0.3 of the Respondent's proposal. Respondents must define supported services available to the State and how the Respondent will accomplish the overall migration from the existing State services to the proposed Respondent services.

NaviSite Response: Supported

Please refer to <u>Section 4.0.3</u> of this document for details of our project management and implementation plan.

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(3) Technical Requirements

(Sections 4-4.0.2 of RFP)

4.0 Responsibilities and Scope of Work

4.0.1 General Responsibilities

4.0.1.1(M) The Respondent must provide the personnel, equipment, tools, test equipment, and expertise to meet the requirements in this RFP.

NaviSite Response: Supported

NaviSite will provide the personnel, equipment, tools, test equipment and expertise to meet the requirements set forth in the RFP.

4.0.1.2 (M) The respondent must provide a test and/or proof of concept environment for evaluation by the State that verifies the respondents ability to meet mandatory requirements in section 4.0. This environment must be available within one week of the commencement of the evaluation process.

NaviSite Response: Supported

NaviSite can provide a test environment in a variety of ways. Each different environment depends upon the specifics of that particular instance, including other parameters such as customer budget and additional uses of that environment, such as for disaster recovery. NaviSite will work with you to determine what fits best with your technical, budgetary and timeline requirements to build a strong test environment.

4.0.1.3 (M) The Respondent must propose to install, test, provide all products or services, and warranty the services as specified in this RFP.

NaviSite Response: Supported

NaviSite's implementation plan includes the installation, testing and provision of all products or services for the requirements specified in the RFP. All products and services provided by NaviSite are supported and warranted in accordance with our defined Service Level Agreements.

4.0.1.4 (M) The Respondent must abide by State of Utah IT polices, standards, procedures and best practices as detailed at the Utah Technical Architecture Wiki at http://www.utahta.wikispaces.net.

NaviSite Response: Supported

NaviSite has reviewed the applicable standards at the Utah Technical Architecture Wiki and will abide by these policies, standards, procedures and best practices.

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4.0.1.5 (M) Computer applications and Web sites must be accessible to people with disabilities, and must comply with State accessibility policy and the Americans with Disability Act.

- Applications acquired or developed must be compliant with the Accessibility and
 Usability Guidelines referenced in Section 4 of the State of Utah Web Standards and
 Guidelines. See Utah Hosted Email, Communication, and Collaboration Services
 Request for Proposals (RFP)
 http://dts.utah.gov/egovernment/documents/utWebStandards051707AD.pdf.
- Applications and content delivered through Web browsers must comply with the Internal Web Browser Standard 4300-0002 Update at http://www.utahta.wikispaces.net/file/view/Internal%20Web%20Browser%20Standard% 205.25.10.pdf.

NaviSite Response: Supported

NaviSite has reviewed the standards listed above and will comply with State accessibility policy and the Americans with Disability Act.

4.0.2 Business Technical Requirements

4.0.2.1 Email

4.0.2.1.1 (M) Basic email functionality, including but not limited to email filtering, send, receive, format, and attachment, and the ability to retract email messages within specified respondent system parameters.

NaviSite Response: Supported

Microsoft Outlook functionality includes email filtering, sending, receiving, formatting, attachments and the ability to retract email messages within specified parameters.

4.0.2.1.2 (M) Ability to search all email and attachments.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.3 (M) Migrate existing data in and out of the proposed solution.

NaviSite Response: Supported

Related to email hosting and the system and user migration, the preferred approach is to complete a series of test and pilot migrations. First, the service provider and customer's sites must be connected. In most cases, the customer's Active Directory domain is extended into the NaviSite data centers where new servers have been deployed. After the domain and Exchange organizations are connected and built, NaviSite engineers perform a series of tests. Next, a series of migrations including non-production or test users is performed to test the workflow of the migration plan. Once the system has been tested, NaviSite encourages companies to phase the migration including a

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series of Pilot migrations. Finally, when all parties are confident that the test and pilot migration plans have been completed, production migrations will be coordinated with the customer.

In cases where data would need to be transitioned out of the NaviSite hosted solution, NaviSite can export and supply PSTs of email data. Because of the dedicated flexibility of the system, NaviSite would allow connectivity and migrations from the system to other solutions.

4.0.2.1.4 (M) Ability to create user defined email groups and/or personal folders based on search criteria, and the ability to create system/global groups viewable to users and domains.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.5 (M) Ability to define rules for email handling.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.6 (M) Ability to retain email (Specify per-user limit, if any).

NaviSite Response: Supported

NaviSite has the ability to establish custom email retention periods as specified by the State of Utah.

4.0.2.1.7 (M) Ability for migrated emails to maintain header information including sender, recipient, date/time, cc, bcc, attachments, etc.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.8 (M) Ability to send, assign and delegate tasks.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.9 (M) Ability to access email system from any Internet connection (e.g. dialup, ISDN, and Broadband, including wired and wireless connections).

NaviSite Response: Supported

NaviSite supports the ability to access email through an Internet connection using all supported Exchange protocols, such as RPC over HTTP(s), POP3, IMAP4, HTTP(s) and their secured version.

4.0.2.1.10 (M) Ability to delegate email functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.).

NaviSite Response: Supported

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This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.11 (M) Ability to print stored information locally.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.12 (M) Ability to define proxy access limitations (e.g., Read Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders), and retract and/or retrieve messages within an established time period within the State email system.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.13 (M) Ability to drag and drop files and attachments into email messages.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.14 (M) Ability to copy or replicate information to desktop or local storage.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.15 (M) Ability to auto save draft email messages.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.16 (M) Ability to synchronize email and attachments to mobile devices.

NaviSite Response: Supported

Free ActiveSync for iPhone and Windows Mobile is included with NaviSite's hosted Exchange solution. Additionally, NaviSite is a certified RIM partner and has extensive experience with Blackberry Enterprise Server and has the required RIM certifications to support the product.

4.0.2.1.17 (M) Ability to add both personal signatures and notes.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.18 (M) Ability to schedule or delay the delivery of email messages.

NaviSite Response: Supported

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This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.19 (M) Spell checking functionality, including automatic spell checking for free form typing.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.20 (M) Describe what metadata is available and describe the users ability to view metadata for a message type.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.21 (M) Ability to post reminder notes and tasks.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.22 (M) Ability to sort/filter emails by date, sender, subject, etc.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.23 (M) Ability to limit or restrict access to Statewide or mass mailing distribution lists.

NaviSite Response: Supported

This requirement is included with Microsoft Exchange standard functionality.

4.0.2.1.24 (M) All services must be delivered via secure means (e.g. HTTPS, SSH, TLS, etc.)

NaviSite Response: Supported

NaviSite supports all secure protocols supported by Microsoft Exchange. 4.0.2.1.25 (M) Ability to add folders to organize emails.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.26 (DR) Self-administration and provisioning capabilities.

NaviSite Response: Supported

NaviSite provides two options for managing users and groups and the Exchange Directory; Customer or NaviSite administered:

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• Customer Administered—In the Hosted Exchange solution, the customer is responsible for all user and group management, accomplished via the Web Control Panel.

For Complex Exchange, the Customer can elect to maintain administration control over users and group. Should any actions of Customer result in server instability or other server issues, NaviSite's administrative services will be provided (at Customer's request) for an additional charge at NaviSite's then-current rates.

NaviSite will provide operating system, hardware, and server-level monitoring, but will not perform client level administrative tasks that are the responsibility of Customer unless requested to by Customer. These services will be provided for an additional charge at NaviSite's then-current rates.

While Customer is the default party to deploy data to the Exchange Server, at Customer's request, NaviSite can perform application rollout provided for an additional charge at NaviSite's then-current rates and will require the written authorization from the client prior to any work being initiated.

 NaviSite Administered—If NaviSite provides administrative functions for users and groups, NaviSite will be responsible for Exchange Server administration, including End User registration and Active Directory configuration and management. NaviSite will have full manager access to all hosted data and will be responsible for performing all ongoing access management. Customer agrees to provide NaviSite with internal topologies, all necessary or relevant internal information and 24x7x365 access in order to configure and manage.

Only NaviSite maintains full Manager access to the Exchange Server. NaviSite's Exchange Server administration includes registering new users and administering the Directory.

Customer agrees not to perform direct administration to Exchange Server even if such actions are technically available. This guards against the possibility of loss of data or confusion of administrative roles between Customer and NaviSite. Note that having NaviSite provide end-user administration is an additional charge option.

4.0.2.1.27 (DR) Ability to set the priority of a message by the sender.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.28 (DR) Ability to add a "reply requested" tag to an email message, calendar, item or task.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.30 (DR) Ability to provide remote printing to State facilities.

NaviSite Response: Supported

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Remote printing is a function of client connectivity. The Microsoft Outlook client can print to any installed printer where client connectivity is available.

4.0.2.1.31 (DR) Ability to set up restricted user accounts that are not visible to other domain users, and to send blind copy care of (bcc) to other recipients.

NaviSite Response: Supported

Bcc is a supported feature within Microsoft Outlook; however, restricted is not a supported feature of the product.

4.0.2.1.32 (DR) Ability to scan or fax from multifunction devices to email on an enterprise level.

NaviSite Response: Supported

This requirement is a function of the scanning/faxing device or software. NaviSite has experience managing environments integrated fax solutions, but typically the software is provided by the customer. The industry trend is that most companies are moving toward Fax Cloud providers.

4.0.2.1.33 (DR) Ability to selectively produce RSS feeds of emails.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.1.34 (DR) Ability to highlight, color code, or categorize emails.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.2 Contact Management

4.0.2.2.1 (M) Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, mobile and other phone numbers, fax number, mailing address, email address, business address, contact log, notes, groups, etc.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.2.2 (M) Ability to synchronize contact and contact group information with standard mobile devices.

NaviSite Response: Supported

Free ActiveSync for iPhone and Windows Mobile is included with NaviSite's hosted Exchange solution. Additionally, NaviSite is a certified RIM partner and has extensive experience with Blackberry Enterprise Server and has the required RIM certifications to support the product.

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4.0.2.2.3 (M) Migrate existing data from the State's current email system in an automated function, without requiring individual users to manually export and import contacts and groups.

NaviSite Response: Supported

For NaviSite's standard migration support, we support migrations to/from Exchange, Domino, and GroupWise platforms and select others, pending proper due diligence. The approach is to perform the migration remotely and electronically. This means NaviSite does not put "feet on the ground" at the customer site, and the customer takes responsibility for deploying/configuring the Outlook client on the desktop.

4.0.2.2.4 (M) Ability to categorize or group contacts, and email contact groups.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.2.5 (DR) Ability to synchronize contact information with desktop.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.2.6 (DR) Ability to share contact lists.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.2.7 (DR) Ability to use contacts to initiate a phone call from a user computer.

NaviSite Response: Supported

Quick Dialing is supported on Outlook, although it requires a PBX which supports Outlook client integration.

4.0.2.3 Calendaring and Scheduling

4.0.2.3.1 (M) Ability of the sender to delete, retract, or modify appointments.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.2 (M) Ability to implement both per calendar and per event access controls including levels for no access, free/busy only, full details, and edit.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

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4.0.2.3.3 (M) Migrate existing calendar data.

NaviSite Response: Supported

Existing calendar data will be migrated with contacts, messages, etc. during the migration phase using Qwest software tools.

4.0.2.3.4 (M) Calendaring functionality, including but not limited to appointment, notification, task, event, sharing, and ability to schedule recurring appointments.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.5 (M) Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment, and restrict visibility to specified resources

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.6 (M) Ability to manage resources by proxy (e.g., delegate calendar management, set "view only" or "edit" rights, etc.) to another staff member.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.7 (M) Ability to delegate appointments, and view and schedule from "freebusy" information.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.8 (M) Ability to view multiple calendars at same time (both personal and global).

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.9 (M) Availability of a calendar Application Programming Interface (API).

NaviSite Response: Supported

NaviSite makes the Exchange APIs available for use.

4.0.2.3.10 (M) Ability to synchronize calendars to standard mobile devices with associated event and attendee data.

NaviSite Response: Supported

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Free ActiveSync for iPhone and Windows Mobile is included with NaviSite's hosted Exchange solution. Additionally, NaviSite is a certified RIM partner and has extensive experience with Blackberry Enterprise Server and has the required RIM certifications to support the product.

4.0.2.3.11 (M) Ability to view or hide appointment details, and full calendar and show non-detailed free-busy schedule as determined by each individual user.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.12 (M) Ability to print calendars locally in standard formats (such as daily, weekly, monthly, etc.).

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.13 (M) Ability to do busy searches to find available appointment times.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.14 (M) Ability to edit events that have already been posted by the originating user.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.15 (M) Ability to set up multi-user calendars so managers can view team schedules.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.16 (DR) Ability to have shared user calendars.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.17 (DR) Ability to import/export calendars.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

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4.0.2.3.18 (DR) Ability to easily add new attendee to or remove an existing attendee from an existing event.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.19 (DR) Ability to send appointment to an external user that will sync with other email/calendar systems.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.20 (DR) Ability to produce public calendars.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.21 (DR) Ability to publish calendars to the Web that use imbed codes and enable live calendar updates.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.22 (DR) Ability to manage priority of event.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.23 (DR) Ability to categorize events.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

4.0.2.3.24 (DR) Maps integration, automatic display of meeting location based on street address.

NaviSite Response: Supported

This requirement is included with Microsoft Outlook standard functionality.

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4.0.2.4 E-Discovery

4.0.2.4.1 (M) Ability to search based on subject, content, sender and/or recipient, date range, metadata or attachments.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.2 (M) Ability to place litigation holds on a specified email address.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.3 (M) Ability to verify authenticity, reliability, and integrity of email messages.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.4 (M) Ability to capture and preserve/store email message threads, including tracking email by sender and receiver, date, and record series.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.5 (M) Ability for multiple mailbox search capability.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.6 (DR) Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

NaviSite Response: Supported

The archiving solution includes the ability for the State of Utah to customize rules and policy.

4.0.2.4.7 (DR) Ability to store search results with any metadata.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.4.8 (DR) Ability to add and delete from search results to create an e-Discovery set.

NaviSite Response: Supported

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This requirement is included with the standard functionality.

4.0.2.4.10 (DR) Specify the actions required if a government agency requests access to State email.

NaviSite Response: Supported

NaviSite will comply with investigative research as needed upon request from a client or if received via the appropriate legal channel with appropriate jurisdiction.

4.0.2.4.11 (DR) Clarify the ability to maintain the state's attorney privilege, including the ability to establish protection for documents protected by attorney client privilege and work product privilege.

NaviSite Response: Supported

The e-Discovery solution includes the ability for the State of Utah to customize and configure in order to protect documents.

4.0.2.4.12 (DR) Ability to associate Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements, including the ability to associate email with specified records series, legal retention periods, and records classifications.

NaviSite Response: Supported

The dedicated solution can be customized and configured per the State of Utah guidelines.

4.0.2.4.13 (DR) Specify and explain the ability to meet geographic legal requirements for user privacy or disclosure or preservation.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5 Archive, Backup and Disaster Recovery

4.0.2.5.1 (M) Ability to recover and restore email messages/contacts/calendars for all users within 4 business hours in the event of a severe outage. Describe your Recovery Policy Objective (RPO) and Recovery Time Objective (RTO).

NaviSite Response: Supported

NaviSite has elected to solution the environment using Microsoft Database Availability Groups (DAGs) coupled with advanced backup technology to provide aggressive RPOs/RTOs. The primary site is architected with highly available/redundant services in accordance with Microsoft Best Practices. Additionally, to provide greater uptime, the secondary site (Disaster Recovery site) is a mirrored/hot site and consistently replicates data. In the case of a disruption, the secondary site can be activated within hours. NaviSite builds this messaging solution to Microsoft Exchange Best Practices. As a result of these Best Practices, we target with one hour RPO and a four-hour RTO.

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4.0.2.5.2 (M) Ability to restore archived email data to "live" status.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.3 (M) Multiple redundant backups of email messages.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.4 (M) Ability to thoroughly and completely destroy obsolete records upon completion of legal retention period.

NaviSite Response: Supported

NaviSite will comply with the State of Utah requirements for destruction of obsolete data.

4.0.2.5.5 (M) Ability to store and retrieve all email data for a State of Utah specified time period before data is automatically processed for long term archiving.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.6 (M) Centralized message archiving for up to seven years.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.7 (M) Ability to archive data based on content, sender, recipient, dates, and other metadata and attachments.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.8 (M) Ability to verify authenticity, reliability, and integrity of email records.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.9 (M) Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata and attachments.

NaviSite Response: Supported

This requirement is included with the standard functionality.

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4.0.2.5.10 (M) Ability to view, and perform all normal email functions on archive by an email administrator without having to restore.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.11 (M) Ability to transfer to the Utah Division of Archives, complete email records of permanent value, with associated metadata, attachments, and threads, upon completion of legal retention period.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.12 (M) Ability to apply legal retention periods and disposition by agency per State policy and/or legal requirements.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.13 (DR) Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.14 (DR) Ability to store/manage in record series and apply legal retention periods and disposition to records by agency per State policy or legal requirements.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.15 (DR) Ability to extract archived data to an XML file that contains human-readable elements, attributes, and pointers, while retaining necessary context (sender, recipient, date).

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.5.16 (DR) Ability for users to view email filtered by the state.

NaviSite Response: Supported

This requirement is included with the standard functionality.

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4.0.2.6 Solution Administration

4.0.2.6.1 (M) Ability of the state to fully manage identity and user accounts.

NaviSite Response: Supported

NaviSite provides two options for managing users and groups and the Exchange Directory; Customer or NaviSite administered:

 Customer Administered—In the Hosted Exchange solution, the customer is responsible for all user and group management, accomplished via the Web Control Panel.

For Complex Exchange, the Customer can elect to maintain administration control over users and group. Should any actions of Customer result in server instability or other server issues, NaviSite's administrative services will be provided (at Customer's request) for an additional charge at NaviSite's then-current rates.

NaviSite will provide operating system, hardware, and server-level monitoring, but will not perform client level administrative tasks that are the responsibility of Customer unless requested to by Customer. These services will be provided for an additional charge at NaviSite's then-current rates.

While Customer is the default party to deploy data to the Exchange Server, at Customer's request, NaviSite can perform application rollout provided for an additional charge at NaviSite's then-current rates and will require the written authorization from the client prior to any work being initiated.

• NaviSite Administered—If NaviSite provides administrative functions for users and groups, NaviSite will be responsible for Exchange Server administration, including End User registration and Active Directory configuration and management. NaviSite will have full manager access to all hosted data and will be responsible for performing all ongoing access management. Customer agrees to provide NaviSite with internal topologies, all necessary or relevant internal information and 24x7x365 access in order to configure and manage.

Only NaviSite maintains full Manager access to the Exchange Server. NaviSite's Exchange Server administration includes registering new users and administering the Directory.

Customer agrees not to perform direct administration to Exchange Server even if such actions are technically available. This agreement guards against the possibility of loss of data or confusion of administrative roles between Customer and NaviSite. Note that having NaviSite provide end-user administration is an additional charge option.

4.0.2.6.2 (M) Ability to detect and reject SPAM email at the domain level.

NaviSite Response: Supported

Postini Service Provider Edition is the standard spam filtering solution that NaviSite implements with our Exchange solutions. Postini includes spam filter settings for management and viewing of quarantined spam.

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4.0.2.6.3 (M) Ability to provide anti-virus protection, including spyware.

NaviSite Response: Supported

NaviSite offers a three-tiered anti-virus solution. The first tier of protection is Postini, an anti-spam "gateway" product. Postini offloads a majority of anti-virus/spam load from ever reaching your in-box. All inbound SMTP mail is routed through the Postini gateway, which then runs a standard set of spam detection engines according the end users' sensitivity levels. The second tier of protection is performed at the operating system files level. The final tier of anti-virus protection runs at the application level. This product protects various communication ports and processes unique to the Exchange server. NaviSite uses AV software from tier one vendors, Trend, Symantec and MacAfee.

Server Virus Protection

The Exchange server will be scanned for malicious viruses on a proactive basis. Scanning for viruses on the server contributes towards higher server availability. Client agrees and acknowledges that NaviSite is not responsible for checking for viruses on the end users' computers. Viruses most commonly travel in the form of executable files attached to email. NaviSite recommends Client implement its own client-side virus detection schemes to protect both the client's desktop and operating system software.

Email Virus Protection

Email will be scanned for malicious viruses as mail is sent through the mail router or gateway. Additionally, the Exchange server Information Store will be constantly monitored and scanned for viruses, adding another layer of protection.

Anti-Spam Solution

Postini Service Provider Edition is the standard spam filtering solution that NaviSite implements with our Exchange solutions.

4.0.2.6.4 (M) Ability to integrate with internal applications using email, specifically using secure SMTP, IMAP, SOAP, POP3, etc.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.6.5 (M) Ability to migrate all data to a successor solution provider.

NaviSite Response: Supported

In a case where data would need to be transitioned out of the NaviSite hosted solution, NaviSite can export and supply PSTs of email data. Because of the dedicated flexibility of the system, NaviSite would allow connectivity and migrations from the system to other solutions.

4.0.2.6.6 (M) Ability of the state to fully manage all accounts within the network, including, but not limited to addition, deletion, manipulation, suspension, and termination.

NaviSite Response: Supported

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Please refer to NaviSite's options for managing users and groups and the Exchange Directory, detailed in our response to question 4.0.2.6.1.

4.0.2.6.7 (M) View all calendars and appointments.

NaviSite Response: Supported

This requirement is included with the Microsoft Outlook standard functionality.

4.0.2.6.8 (M) Mobile Web version of mail, contact, and calendar applications.

NaviSite Response: Supported

Free ActiveSync for iPhone and Windows Mobile is included with NaviSite's hosted Exchange solution. Additionally, NaviSite is a certified RIM partner and has extensive experience with Blackberry Enterprise Server and has the required RIM certifications to support the product.

4.0.2.6.9 (M) Migrate historical or user archives from the current proprietary format to the proposed solution for implementation.

NaviSite Response: Supported

NaviSite will address migration of archival date after a further discovery.

4.0.2.6.10 (M) Ability to administer the solution in a distributed manner to different governmental entities.

NaviSite Response: Supported

NaviSite will address this requirement for the State of Utah by leveraging the ENSIM Unify Enterprise solution.

4.0.2.6.11 (M) Perform e-Discovery functions (search, retrieve, manipulate search results, etc.) on all accounts, and multiple mailboxes, within the State's domain.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.6.12 (M) Support for SyncML (Open Standard) for mobile device synchronization with ability to control Blackberry, iPhone, Android, and other such mobile/smart devices, with at a minimum calendar, contacts, and email functionality (e.g. Blackberry Enterprise Server (BES), ActiveSync, etc.).

NaviSite Response: Supported

NaviSite supports native functionality of Exchange (ActiveSync), Blackberry and Good Technologies. SyncML can be supported under further discovery of your mobile client footprint.

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4.0.2.6.14 (M) Ability to apply state defined administration polices in managing solution.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.15 (M) Manage attachment size.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.16 (M) Ability to use a variety of domain names used within governmental entities as email extensions, such as utahsenate.org.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.17 (DR) Ability to self-provision safe lists and review and accept filtered messages.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.18 (DR) Setup mail routing.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.19 (DR) Ability to filter email messages at the sub domain or user level.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.20 (DR) Support for Blackberry Synchronization without a BES server.

NaviSite Response: Supported

NaviSite will support Blackberry integration with BES, BIS and other protocols such as POP3 and IMAP.

4.0.2.6.21 (DR) Ability to set automatic settings for auto archive, auto delete, etc.

NaviSite Response: Supported

This requirement is included with the standard functionality.

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4.0.2.6.22 (DR) Review restricted email.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.23 (DR) Ability to synchronize email identities with identities that are managed in the State's authentication directory.

NaviSite Response: Supported This requirement is included with the standard functionality in NaviSite's Dedicated Exchange service offering.

4.0.2.6.24 (DR) Set email storage limits per user based on maximum storage limits that are set by the governmental entities.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.25 (DR) Print historical, statistical, and usage reports locally.

NaviSite Response: Supported

NaviSite offers a self-service portal to review performance and other metrics called NaviView. With NaviView, you get:

- A complete, unified, secure view of your systems
- · A full account and user administration console
- Near real-time performance statistics, configuration data and more
- Ability to monitor, filter and view events and history for all your systems
- Optional support upgrades

4.0.2.6.26 (DR) Manage multiple separate Global Address Lists (GALs).

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.27 (DR) Prioritize email accounts.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.6.28 (DR) Use of "white list", "blacklist", and aliases.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

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4.0.2.6.29 (M) Ability for end users to "tag", "block", and "filter" incoming emails as spam.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Outlook/Postini functionality.

4.0.2.7 Integration

4.0.2.7.1 (M) Application integration for applications that utilize email notifications.

NaviSite Response: Supported

This requirement is included with the standard functionality.

4.0.2.7.2 (M) Ability to manage Mobile Devices including security and provisioning for employee owned mobile devices.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Exchange functionality.

4.0.2.7.3 (M) Ability to instantly search address lists while addressing emails and appointments.

NaviSite Response: Supported

This requirement is included with the standard Microsoft Outlook functionality.

4.0.2.7.4 (DR) Infrastructure devices that utilize email notifications.

NaviSite Response: Supported

This requirement is included with the standard functionality infrastructure devices that NaviSite has architected.

4.0.2.7.5 (DR) Documented information and availability of email APIs for integration with other services (e.g. Salesforce contacts, calendaring, and tasks.).

NaviSite Response: Supported

NaviSite makes the Exchange APIs available for use for third party integration.

4.0.2.7.6 (DR) Support for directory protocols such as S.DS.P, LDAP, X.500, etc.

NaviSite Response: Supported

This requirement is included with the standard functionality.

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4.0.2.8 Training

4.0.2.8.1 (M) Availability of Online training documentation, and other contextual help resources for end users.

NaviSite Response: Supported

Users can access an extensive Help file through Microsoft Outlook. Additional "how to" documentation is available on Microsoft's website.

4.0.2.8.3 (M) Defined processes and curriculum for training the trainer.

NaviSite Response: Supported

NaviSite understands that any successful systems or technology implementation has at its core an effective Change Management and Training program. We believe knowledge transfer is the most crucial component of a systems implementation. NaviSite promotes a "train the trainer" approach, where we assist in developing training materials and programs and then prepare your Subject Matter Experts (SMEs) to train users across the organization. This approach has been successful for us on past implementation projects, and promotes ownership of the system by the customer after go-live.

NaviSite will ensure your core team members are trained in all solutions implemented using the "train the trainer" approach by providing "hands-on" training. This may be conducted by webinar for remote core users.

4.0.2.8.4 (DR) Availability of in-person training from the respondent.

NaviSite Response: Supported

NaviSite training programs are customized to meet our customers' needs. Training programs and documentation delivery are all part of our Project Management framework. The extent of operations or programs in each of these areas is dependent on the scope of the project and the skill sets of the target user group(s). NaviSite will provide a dedicated training resource and web-based training materials.

4.0.2.9 Instant Messaging (IM)

4.0.2.9.1 (M) Internal (limited to State of Utah domains) Instant Messaging.

NaviSite Response: Supported

NaviSite offers Managed Office Communications Server (now called Lync) services, including system design, server installation and configuration, monitoring of the Lync environment (i.e., problem management, change management and system recovery management), and ongoing maintenance of the Lync environment.

4.0.2.9.2 (M) External (cross domain, including non-state domains) Instant Messaging.

NaviSite Response: Supported

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This requirement is included with the standard OCS/Lync functionality.

4.0.2.9.3 (M) Support for IM user status and availability.

NaviSite Response: Supported

This requirement is included with the standard OCS/Lync functionality.

4.0.2.9.4 (M) Ability to use respondent IM solution on desktop and mobile devices.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.5 (DR) Support for Extensible Messaging Protocol Clients (XMPP).

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.6 (DR) Audio and video communication with internal and external users.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.7 (DR) Availability of user tracking options such as presence and/or the ability to proxy IM status.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.8 (DR) Support for dragging and dropping files.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.9 (DR) Ability to archive and extract content and metadata associated with IM messages.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.10 (DR) Specify how instant message content is retained and if saving IM content can be designated for non-retention by the State.

NaviSite Response: Supported

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Instant message content and archiving can be designated per the State of Utah requirements.

4.0.2.9.11 (DR) Ability to share screens.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.12 (DR) Ability to create secure static chat rooms.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.13 (DR) Ability for a user to join a chat initiated by a user, or with chat invitations.

NaviSite Response: Supported

This requirement is included with the OCS/Lync standard functionality.

4.0.2.9.12 (DR) Ability to perform ediscovery actions on IMs

NaviSite Response: Supported

Instant message archiving and e-Discovery can be designated per the State of Utah requirements.

4.0.2.10 Communication and Gateway Services

4.0.2.10.1 (M) Ability for Gateway (relay) to provide alerts and notification if service is compromised.

NaviSite Response: Supported

Exchange monitoring includes continuous 24x7x365 monitoring at the software level for the detection of errors, service degradation, Exchange Server availability and any SMTP routing issues. If monitoring identifies a problem, NaviSite will determine the problem and use commercially reasonable efforts to resolve it. NaviSite will attempt to resolve problems related to mail routing, user access and connectivity to the Exchange Server. Problems with client scripts or applications are the responsibility of the client to resolve. However, NaviSite will attempt to assist where feasible. Custom monitoring triggers and responses are available for extra fees.

4.0.2.10.2 (M) Ability for Gateway (relay) to provide bandwidth guarantee.

NaviSite Response: Supported

Premium Bandwidth is Internet bandwidth that NaviSite provides as an optional monthly service. NaviSite uses at least two different Internet providers. We have our own IP address space, our own autonomous system number, and we run full BGP dynamic routing in order to deliver reliable, load balanced Internet bandwidth. NaviSite delivers the bandwidth to the customer via either Fast

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Ethernet or Gigabit Ethernet connection and NaviSite also offers an option for high availability Fast Ethernet or Gigabit Ethernet connections.

4.0.2.10.3 (M) Ability for Gateway (relay) to restrict size and attachments.

NaviSite Response: Supported

This requirement is included with the Exchange standard functionality.

4.0.2.10.4 (M) Ability for Gateway (relay) to provide authorization levels.

NaviSite Response: Supported

This requirement is included with the Exchange standard functionality.

4.0.2.10.5 (M) Ability for Gateway (relay) services to restrict sending functions by domains, sub domains, users, or IP ranges.

NaviSite Response: Supported

This requirement is included with the Exchange standard functionality.

4.0.2.10.6 (M) Ability for Gateway (relay) services to prioritize based on domains, sub domains, users, or IP ranges.

NaviSite Response: Supported

This requirement is included with the Exchange standard functionality.

4.0.2.10.7 (DR) Ability to translate electronic communication, including conversion of audio voice mail to text.

NaviSite Response: Not Supported

This feature request is not supported currently in NaviSite's Microsoft Exchange Server offering. NaviSite is open to investigating Unified Messaging in Microsoft Exchange Server 2010 and/or third party integration based on the State of Utah's requirements.

4.0.2.11 Security

4.02.11.1 (M) Meets FISMA Moderate Level Certification.

NaviSite Response: Supported

NaviSite regularly builds and maintains varying environments depending on customer requirements and regulatory compliance. We currently maintain several FISMA compliant solutions for customers who require the ongoing maintenance of Confidentiality, Integrity, and Availability whose potential impact may vary from moderate to high impact. The solution NaviSite has prepared in this proposal accounts for the maintenance of data that meets the requirements of Moderate Impact as it is

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defined in the FIPS PUB 199. This environment is fully auditable and NaviSite looks forward to working with the customer's auditor to ensure full compliance.

4.02.11.2 (M) Provide and describe the physical security controls for each Respondent data center and for equipment within the associated data centers.

NaviSite Response: Supported

At NaviSite, we consider our enterprise-class data centers to be the foundation of our business, and each is built with the same approach. We invest in their planning, design, and development, using over a decade of experience and expertise to ensure our services remain reliable and responsive, ready to grow when you are. In addition, our data centers are built with a long-term vision, having the ability to expand and adapt to new technologies as they emerge in the marketplace. All of NaviSite's data centers meet TIA-942 Tier 3 standards and four are SAS 70 Type II certified.

Our infrastructure starts with strict access security. Entering the building that houses the data center requires mandatory visitor registration, visitor escorts, and employee badge access. Entering the actual data center requires escorts by authorized personnel and biometric palm scanner access as well.

NaviSite has also installed sophisticated monitoring devices in each facility such as early-warning fire detection systems, smoke and high temperature detectors, 24x7 digital video surveillance cameras, and dual Global Network Operations Centers to monitor it all.

Full data-grade HVAC systems are set up to regulate the air temperature and humidity where your equipment resides – maximizing their performance - while N+1 power and cooling redundancy virtually guarantees continuous operation. In addition, state-of-the-art fire suppression systems are installed for further protection.

Multiple points of entry, control systems, and backup generators serve as support measures for delivering uninterrupted power to your equipment. And diverse power routes and redundant switching infrastructure help ensure your connections are optimized, both in speed and performance.

With a sound infrastructure in place, you can be sure that NaviSite will consistently deliver reliable and scalable solutions to meet the critical IT challenges of your business.

4.0.2.11.3 (M) Disclose physical data center locations that will be used for State data to meet external audit requirements.

NaviSite Response: Supported

The primary data center is in Andover, Massachusetts, with our San Jose, California facility acting as the Disaster Recovery facility.

4.0.2.11.4 (M) Ability for the state to perform onsite audits of respondent data center hosting facilities to ensure security compliance.

NaviSite Response: Supported

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NaviSite is strongly committed to third-party validation, standards and certification of the policies and procedures we use to maintain our customers' applications and underlying IT infrastructure. We also understand the importance of helping our clients address their own regulatory requirements. To these ends, NaviSite maintains several certifications and services to effectively address our customers' needs.

NaviSite has successfully completed the SAS 70 Type II audit. SAS 70 is an internationally recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). A SAS 70 audit is widely recognized because it represents that a service organization has been through an in-depth audit of their control activities. NaviSite's controls were created using ITIL best practices in information technology and security. The systems and processes evaluated in this audit include security monitoring, change management, problem management, backup controls, physical and environmental safeguards and logical access.

NaviSite will undergo client audit requests over and above the distribution of our SAS 70 Type II report and will treat such requests as a professional services engagement.

Audit costs for FISMA controlled customers are included and no additional charge. For non-FISMA customer additional professional services fees will apply based on resource hours consumed for audit activities.

4.02.11.5 (M) Provide and describe the logical security controls for each Respondent data centers and for equipment within the associated data centers.

NaviSite Response: Supported

Security Standards

NaviSite is committed to security standards and third party reviews, which accomplish these goals:

- 1. Validate NaviSite's adherence to our documented standards and identify any gaps for corrective action.
- 2. Provide assurance to our customers and partners that our commitment to these standards is ongoing.
- 3. Avoid exposure of sensitive information to illicit access through lax or inconsistent practices around information security.

Security Reviews

Security is a fundamental process at NaviSite. We conduct regular internal reviews as well as yearly third party reviews, at a minimum. The results of the audits are considered confidential and it is contrary to our policies to share this information. However, our policy requires us to act on recommendations of any reviews and address any findings immediately and on an ongoing basis. We are certain our customers' requirements around security will be more than satisfied by information we are able to provide.

Industry Standards

NaviSite supports customers in a variety of industries. These industries abide by different security standards, including SAS 70, ISO 17799:2000, ISO/IEC TR 14516, ITIL and HIPAA. As we are not industry vertically focused, NaviSite has selected not to seek industry-specific certifications. Instead,

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our objective is to offer flexible and comprehensive security services to meet the most stringent requirements related to protection of confidential and proprietary customer data.

NaviSite has opted to pursue the Information Technology Infrastructure Library (ITIL) model. ITIL and IT Service Management (ITSM) are a set of best practices used to deliver high quality IT services. The best practices described in ITIL represent the consensus derived from over a decade of work by thousands of IT and data processing professionals worldwide, including hundreds of years of collective experience. Because of its depth and breadth, the ITIL has become the de facto world standard for IT best practices. ITSM is the set of standards that NaviSite models our operations to provide the most effective and efficient service delivery to support steady-state operations management for our customers.

Security Principles

NaviSite as a service provider must focus its security practices around the following areas:

- System auditing
- Secure communication
- Identification and authentication, non-repudiation, trusted path, trusted channel and data separation requirements
- Protection of user data from unauthorized access or manipulation
- Establishment and verification of a user identity and ensuring the right security attributes are associated
- Separation of user administrator duties/management controls
- Protection against discovery and misuse of identity by other users
- Controlling resource utilization
- Establishment and maintenance of trusted communication between entities

Physical Security

The NaviSite data centers are designed to provide flexible services to ensure the non-stop operations of production environments while providing the necessary physical security to protect our customers' assets and intellectual property.

The data centers have the following characteristics:

- Locking cabinets or locking cage space dedicated to each customer
- N+1 redundancy in power and HVAC delivery
- Early warning smoke and particulate detection
- Localized fire suppression systems
- · Power, HVAC, security, fire, moisture and leak detection systems
- · Centralized monitoring of all data center security and environmental systems
- Palm scanner readers to access hosting space
- Card access control at all interior doors
- Digital surveillance cameras with 90-day storage

Security Infrastructure

Every customer requirement is placed in a secure network segment segregated from other environments using industry standard network and security methodologies. Customers have the

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option of provisioning additional security measures and separating multiple environments based on their security needs. NaviSite subscribes to all security notifications for hardware and software under management. NaviSite will apply all necessary patches under change control procedures as agreed upon by customer.

Customer Data Repository Security Approach

Data Collection

Data is collected from the various customer devices through secure links by using either encrypted/unencrypted private lines or VPN tunnels using IPsec across public infrastructures. This method provides confidentiality, integrity and non-repudiation services.

Data Access

Customer may only access their monitoring data stored at NaviSite through the NaviSite portal. No direct access is provided to the customer data repository.

- The NaviSite application uses Access Control List (ACL) mechanisms to ensure customers can view data only for their devices or devices assigned to them
- Access to the customer data repository is restricted to NaviSite database personnel that are granted the minimum level of access to perform their daily functions
- Administrative access from outside of the NaviSite data center to the customer data repository is achieved through a VPN login using RSA tokens, to ensure two-phase authentication
- Database security, as well as security mechanisms employed in NaviSite's automation framework, restricts access to authorized users only
- HTTPS access using Secure Sockets Layer (SSL) certificates are used to ensure only authorized users can view their data using the NaviSite portal

Data Storage

- All customers' monitoring data is stored in relational databases; information in the database is stored for every device monitored and every device is assigned to a customer
- The servers that store this data are located in a highly secure data center physically separated from customer servers; only authorized NaviSite system personnel have physical access to these servers

Data Archiving

- Data is archived based on the NaviSite Data Archival Policy; the type of data and sensitivity label attached to the data dictates the archival method and duration
- · Archived data is stored offsite in a secure location

Data Destruction

Elimination of information contained on hardware that is removed, replaced or disposed depends on the sensitivity label attached to the information in question. Various techniques used include degaussing (demagnetizing), overwriting/reformatting disks, low level formatting, rewriting tapes and clearing firmware passwords. Media that can no longer be used in production is destroyed.

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Security Mechanisms

Security mechanisms to ensure data confidentiality and integrity are access control, system security monitoring, server and network security and auditing.

Access Control

- Networked card readers, alarm systems, biometric hand scanners and CCTV as well as security personnel secure physical access to the Controlled Access Area in the data center
- All NaviSite administrative personnel must agree to allow credit and background checks before becoming an employee; stringent administrative policies are maintained upon any systems administrator's separation from NaviSite
- Network administrative access is secured by employing site-to-site VPNs, client-to-server VPN technologies using two-factor authentication and other One Time Password (OTP) mechanisms

System Security Monitoring

NaviSite actively monitors system and network logs. Customers have the option of implementing active intrusion monitoring using the NaviSite IDS service offering.

Server and Network Security

Server security is maintained by:

- Installing required services <u>only</u> on all servers and maintaining the latest patch levels for operating systems and applications
- Requiring strong passwords and disabling accounts on failed logins
- Hardening operating systems
- Implementing virus protection and alert mechanisms
- Ensuring administration logins are allowed only from certain hosts

Network security is maintained by:

- Using VPN access with RSA tokens for secure administrative access
- Implementing Layer 2 (switch) security using VLAN tagging and MAC address lockdowns
- Opening only required ports
- Using protocol fix-ups that restrict only certain commands inside an application/protocol
- Updating software code on network devices to the latest stable version
- Implementing dedicated or shared firewalls with documented firewall policies (customer selected option)

Auditing

NaviSite performs regular audits to ensure the configurations are consistent with NaviSite Security Standards. These audits include system audits, network port scans, penetration tests, vulnerability assessment tests and physical audits.

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4.02.11.6 (M) Indicate the methodology and frequency in which you audit your physical and logical security.

NaviSite Response: Supported

Monitoring for security risks and vulnerability scan control objectives are defined in and validated with NaviSite's SAS 70 certification at the data center level. SAS 70 audits are performed by an independent third party twice annually and internally at NaviSite twice annually. Testing and validation of control objectives is included with the SAS 70 service from NaviSite.

4.02.11.7 (M) Ability to provide accessibility and security of email records during their entire storage period with the hosted environment.

NaviSite Response: Supported

NaviSite will adhere to our security standards described in our response to question 4.02.11.5.

4.02.11.8 (M) Password policy enforcement by groups or domains.

NaviSite Response: Supported

NaviSite will adhere to our security standards described in our response to question 4.02.11.5.

4.02.11.9 (M) Provide your background vetting process for employees and contractors.

NaviSite Response: Supported

NaviSite uses a third party to perform background checks on all employees. The following is an extract from the disclosure form all employees sign:

These above-mentioned reports may include, but are not limited to, information as to character, general reputation, personal characteristics and mode of living, discerned through employment and education verifications; personal references; personal interviews; personal credit history based on reports from any credit bureau (personal credit history will be verified only if appropriate for certain job descriptions); driving history, including any traffic citations; a social security number verification; present and former addresses; criminal and civil history/records; any other public record.

4.02.11.10 (M) Describe any encryption capabilities provided including the support of transport layer security and at rest encryption.

NaviSite Response: Supported

NaviSite will configure Exchange Transport Layer Security (TLS) the following ways:

- TLS on both sides (Opportunity)
- Or TOLS accepting TLS traffic only
- And support encryption at the email level (in addition to TLS)

NaviSite will configure encryption at rest with a SAN-based approach to data encryption, which can scale to meet performance requirements, provide centralized management for encryption of data at rest and key management, and support heterogeneous and legacy storage environments.

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4.02.11.11 (M) Restrict visibility of documents to specific users or groups.

NaviSite Response: Supported

This requirement is included with the Exchange standard functionality.

4.02.11.12 (M) Provide your standard operating procedures for the creation and administration of user accounts.

NaviSite Response: Supported

NaviSite provides two options for managing users and groups and the Exchange Directory; Customer or NaviSite administered:

 Customer Administered—In the Hosted Exchange solution, the customer is responsible for all user and group management, accomplished via the Web Control Panel. For Complex Exchange, the Customer can elect to maintain administration control over users and group. Should any actions of Customer result in server instability or other server issues, NaviSite's administrative services will be provided (at Customer's request) for an additional charge at NaviSite's then-current rates.

NaviSite will provide operating system, hardware, and server-level monitoring, but will not perform client level administrative tasks that are the responsibility of Customer unless requested to by Customer. These services will be provided for an additional charge at NaviSite's then-current rates.

While Customer is the default party to deploy data to the Exchange Server, at Customer's request, NaviSite can perform application rollout provided for an additional charge at NaviSite's then-current rates and will require the written authorization from the client prior to any work being initiated.

NaviSite Administered—If NaviSite provides administrative functions for users and groups,
NaviSite will be responsible for Exchange Server administration, including End User
registration and Active Directory configuration and management. NaviSite will have full
manager access to all hosted data and will be responsible for performing all ongoing access
management. Customer agrees to provide NaviSite with internal topologies, all necessary or
relevant internal information and 24x7x365 access in order to configure and manage.

Only NaviSite maintains full Manager access to the Exchange Server. NaviSite's Exchange Server administration includes registering new users and administering the Directory.

Customer agrees not to perform direct administration to Exchange Server even if such actions are technically available. This guards against the possibility of loss of data or confusion of administrative roles between Customer and NaviSite. Note that having NaviSite provide end-user administration is an additional charge option.

4.02.11.13 (M) What is your standard operating procedure for new hire and termination of your employees with regard to physical and logical security.

NaviSite Response: Supported

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When an employee voluntarily or involuntarily terminates employment with NaviSite, the Human Resources team sends a termination notice to the NaviTerm distribution list, which includes the individuals from the NOC and/or Facilities team responsible for removing physical access to the data center. Included in this email is the date and time the employee termination is effective. The NOC Manager or Facilities Manager removes card key access to the data center at the time specified in this notification. In addition, the Human Resources department also sends a list of all terminated employees on a regular basis.

The NOC Manager performs a monthly review of all individuals with access to each data center or Facilities Manager to ensure such access has been removed properly. The CIO and/or VP of Service Delivery signs off on this review each month to indicate their approval of the individuals identified on the list for removal of access.

Changes to existing access are handled in a similar manner as a new employee, with the CIO and/or VP of Service Delivery authorizing all changes in physical access to the data centers before the NOC Manager or Facilities Manager performs the requested changes.

Lost or stolen access badges are reported to the Facilities Manager and/or the NOC Manager who will immediately deactivate use of the badge. Employees who have lost their access badge must have their manager contact the Facilities Manager or NOC Manager for a replacement.

4.02.11.14 (M) Provide your standard operating procedure for allowing authorized customer representatives and/or agents access to the data center facility.

NaviSite Response: Supported

When visiting any of NaviSite's locations, visitors are required to sign in at the reception desk of the building, where they are issued a temporary visitor ID badge. Visitors are restricted from entering the NaviSite data centers and/or other restricted areas unless approval has been granted by the CIO or the VP of Service Delivery. Visitors must be escorted at all times by a NaviSite employee while in any of the NaviSite data centers. When leaving the NaviSite building, visitors are required to return their temporary visitor ID badge and sign out at the reception desk. The Facilities Manager or the NOC Manager retains copies of the visitor logs.

There are unique situations in which visitors may need extended access to the NaviSite building and/or data center facilities. In these situations, unique ID badges are assigned with the necessary access levels based on an approval obtained from the CIO or the VP of Service Delivery. Only authorized contractors that are licensed and/or qualified to deliver contracted services and are permitted to enter the NaviSite data centers unescorted using their assigned temporary visitor ID badge. At the conclusion of the period when temporary access is needed, the visitor ID badge is collected and deactivated to prevent further access. In most cases, temporary access badges are also set to expire automatically on a predetermined date set by the CIO or VP of Service Delivery, which serves as an added layer of security.

4.02.11.15 (M) Provide your standard operating procedure for allowing authorized customer representatives and/or agents remote access to the computing facilities.

NaviSite Response: Supported

NaviSite offers remote access via the following methods:

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- 1. Back-end admin access: NaviSite has a back-end remote access platform and can set up two-factor access for your administrators using the NaviSite authentication server.
- 2. **Front-end VPN:** As a part of the NaviSite Managed Firewall HA offering, we can set up front-end two-factor Cisco client VPN access to the front-end network. You will need to provision an authentication server and an RSA server.
- 3. Front-end SSL VPN: As a part of the NaviSite Managed Firewall HA offering, we can set up front-end two-factor Cisco client VPN access to the front-end network. You will need to provision an authentication server and an RSA server with licensing.

4.02.11.16 (M) Multi-tenant environment restricted to government entities only.

NaviSite Response: Supported

NaviSite messaging solution for the State of Utah will be a dedicated solution.

4.02.11.17 (M) Explain any security risks associated with a multi-tenant server model and provide potential mitigation strategies.

NaviSite Response: Supported

Not applicable. This requirement does not apply as NaviSite will be architecting a dedicated solution.

4.02.11.18 (M) Explain the steps needed, and costs associated, with allowing applications to utilize email services.

NaviSite Response: Supported

NaviSite makes the Exchange APIs available for use for third party integration, as NaviSite will be architecting a dedicated solution.

4.02.11.19 (M) Provide and describe spam, virus and Message Transfer Agent capabilities including capabilities for DoS protection, dictionary harvest protection, fraud protection, quarantine provisioning, content filtering, inbound email filtering services, and outbound filtering services.

NaviSite Response: Supported

NaviSite offers a three-tiered anti-virus solution. The first tier of protection is Postini, an anti-spam "gateway" product. Postini offloads a majority of anti-virus/spam load from ever reaching your in-box. All inbound SMTP mail is routed through the Postini gateway, which then runs a standard set of spam detection engines according the end users' sensitivity levels. The second tier of protection is performed at the operating system files level. The final tier of anti-virus protection runs at the application level. This product protects various communication ports and processes unique to the Exchange server. NaviSite uses AV software from tier one vendors, Trend, Symantec and MacAfee.

Server Virus Protection

The Exchange server will be scanned for malicious viruses on a proactive basis. Scanning for viruses on the server contributes towards higher server availability. Client agrees and acknowledges that NaviSite is not responsible for checking for viruses on the end users' computers. Viruses most

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commonly travel in the form of executable files attached to email. NaviSite recommends Client implement its own client-side virus detection schemes to protect both the client's desktop and operating system software.

Email Virus Protection

Email will be scanned for malicious viruses as mail is sent through the mail router or gateway. Additionally, the Exchange server Information Store will be constantly monitored and scanned for viruses, adding another layer of protection.

Anti-Spam Solution

Postini Service Provider Edition is the standard spam filtering solution that NaviSite implements with our Exchange solutions.

4.02.11.20 (DR) Provide and describe your vulnerability identification and mediation process.

NaviSite Response: Supported

Network vulnerability assessments are performed on selected servers to identify potential vulnerabilities resulting from viruses and/or malicious acts. The results of these assessments also help identify weaknesses within the network configuration, as well as systems that have not been updated with the latest service packs and security patches, or still require specific hardening techniques. Similar assessments are also performed internally on a monthly basis and include a sample of hosts on the network. For both assessments, host addresses are randomly selected based from the population of externally facing IP addresses.

Vulnerabilities are remediated using our Incident Management process. Incident Managers hold specific responsibilities, including overseeing status and progress, change window and page activity, assignment of appropriate resources and escalation and communication with client and/or internal resources. The Incident Manager will see the problem to remediation and completion. Our SAS 70 Type II Controls also address this issue.

There are four levels (IM 1-4) identified in the IM process. The classification of each IM level is based on the nature and severity of the issue. The incident is escalated to the appropriate IM level based on the guidelines set in the Problem Management Process Documentation.

Each level is defined as follows:

IM1: all incidents have an assigned owner

IM2: client severely degraded, NOC supervisor becomes involved

IM3: site down or extreme volume of alerts, Management becomes involved

IM4: data center or network down, Director becomes involved

4.02.11.21 (DR) Provide and describe your logging process including the types of services and devices logged; the event types logged; and the information fields.

NaviSite Response: Supported

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NaviSite's Logging and Audit Policy states that all systems that handle confidential information, accept network connections, or make access control (authentication and authorization) decisions shall record and retain audit-logging information sufficient to answer the following questions:

- 1. What activity was performed?
- 2. Who or what performed the activity, including where or on what system the activity was performed from (subject)?
- 3. What the activity was performed on (object)?
- 4. When was the activity performed?
- 5. What tool(s) was the activity performed with?
- 6. What was the status (such as success vs. failure), outcome, or result of the activity?

Such logs shall identify or contain at least the following elements, directly or indirectly. In this context, the term "indirectly" means unambiguously inferred.

- 1. Type of action examples include authorize, create, read, update, delete, and accept network connection.
- 2. Subsystem performing the action examples include process or transaction name, process or transaction identifier.
- 3. Identifiers (as many as available) for the subject requesting the action examples include user name, computer name, IP address, and MAC address. Note that such identifiers should be standardized in order to facilitate log correlation.
- 4. Identifiers (as many as available) for the object the action was performed on examples include file names accessed, unique identifiers of records accessed in a database, query parameters used to determine records accessed in a database, computer name, IP address, and MAC address. Note that such identifiers should be standardized in order to facilitate log correlation.
- 5. Before and after values when action involves updating a data element, if feasible.
- 6. Date and time the action was performed, including relevant time-zone information if not in Coordinated Universal Time.
- 7. Whether the action was allowed or denied by access-control mechanisms.
- 8. Description and/or reason-codes of why the action was denied by the access-control mechanism, if applicable.

4.02.11.22 (DR) Explain the steps needed, and costs associated, with enabling converged communication capabilities (for example, integrating presence into email or routing voice mail to email).

NaviSite Response: Supported

The feature request for integration of presence into email is part of NaviSite's IM solution offering. NaviSite is open to investigating Unified Messaging in Microsoft Exchange Server 2010 and/or third party integration based on the State of Utah's requirements.

4.0.2.11.23 (DR) Compliance with HIPAA Security Rule, 45CFR Par 160 and sub parts A and C of Part 164, including filtering of email records to ensure that HIPAA protected information is not sent through the email system.

NaviSite Response: Supported

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NaviSite has incorporated best of breed security management tools that will enable complete and total compliance with HIPAA and the HITECH Provisions of the American Recovery and Reinvestment Act. These controls are designed to restrict the purposeful or accidental transmission of Patient Health Information and any Personally Identifiable Information that should be denied or is explicitly precluded from transmission according to HIPAA and the customer's information security policies.

4.0.2.11.24 (DR) Compliance with PCI-DSS 1.2.1 and projected compliance with PCS-DSS 2.0 effective January 2011)

NaviSite Response: Supported

NaviSite has incorporated the changes introduced in the PCI DSS 2.0 into the current product set of PCI solutions offered as of December, 2010. In anticipation of the release of the 2.0 requirements, NaviSite has purpose-built security architectures required in DSS 2.0 and incorporated the new, evolving requirements as well as modified existing controls to meet with the clarification of in the DSS standards.

4.0.2.11.25 (DR) Compliance with PHI 45CFR 160.103 and Section 13400 of Subtitle D (Privacy) of the Hitech Act provisions of ARRA of 2009.

NaviSite Response: Supported

NaviSite has incorporated best of breed security management tools that will enable complete and total compliance with HIPAA and the HITECH Provisions of the American Recovery and Reinvestment Act. These controls are designed to restrict the purposeful or accidental transmission of Patient Health Information and any Personally Identifiable Information that should be denied or is explicitly precluded from transmission according to HIPAA and the customer's information security policies.

4.0.2.12 Performance Measures

4.0.2.12.1 (M) Ability to guarantee reliability and uptime greater than 99.9%. Additional points will be awarded for 99.99% or greater availability.

NaviSite Response: Supported

NaviSite's standard SLA for Microsoft Exchange is 99.5% uptime. With the purchase of additional equipment, NaviSite can provide 99.99% or greater availability.

The level of hardware ordered by a customer, as per the Hardware Requirement column below, shall dictate the Uptime Availability that NaviSite is able to offer. The minimum Hardware Requirement that a customer may subscribe to is the requirement associated with a 99.5% Uptime Availability. The manufacturer-maintenance support is designated in the table below by the number of hours of the day and days of the week during which support requests can be opened, followed by the amount of time it takes to deliver replacement parts to the NaviSite data center by the manufacturer. For example, a 24x7x4 maintenance support from the manufacturer or vendor means that support tickets can be opened 24 hours a day, 7 days a week and replacement parts will be onsite within 4 hours. NBD means Next Business Day.

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Uptime Availability	Hardware Requirement	
99.5%	Requires purchase of new equipment with manufacturer-maintenance contract with 24x7x4 support	
99.9%	Requires redundant (N+1) equipment with manufacturer-maintenance contract with 24x7xNBD support	
99.99%	Requires redundant (N+1) equipment with manufacturer-maintenance contract with 24x7x4 support	
99.999%	Requires redundant (Nx2) equipment with manufacturer-maintenance contract with 24x7xNBD with onsite spares	

4.0.2.12.2 (M) Provide the uptime service and related Service Level Agreement (SLA) criteria.

NaviSite Response: Supported

The standard for hosted Microsoft Exchange environments is 99.5%. The table in our response to question 4.0.2.12.1 describes the requirements to achieve a higher SLA.

4.0.2.12.3 (M) Specify and provide the process to be used for the State to call the Respondent for support, who will be providing the support, and describe the basis of availability.

NaviSite Response: Supported

NaviSite will provide Tier 2 Support through its Network Operations Center, which is available 24 hours a day, 7 days a week. Tier 2 Support is available via a toll-free telephone number, or by e-mail.

4.0.2.12.4 (M) Describe the consequences if the Respondent fails to meet incident response time and incident fix time.

NaviSite Response: Supported

Should NaviSite fail to achieve a minimum level of service for certain of the NaviSite Services (Minimum Service Level or MSL), NaviSite acknowledges that Customer may be damaged by such failure. Because the precise amount of such damages, if any, would be difficult, in most cases, to ascertain, NaviSite agrees that in the event of such failure Customer shall be entitled to receive, in lieu of all other remedies available to Customer, a credit ("Service Level Credit" or "SLC") as liquidated damages from NaviSite, as set forth in this Section, against the charges owing to NaviSite under the Service Order. Customer and NaviSite agree that such Service Level Credits are liquidated damages and that, except as otherwise provided in this SLA, such credits will constitute Customer's sole and exclusive remedy with respect to the failure for which the Service Level Credits are payable.

Failure to meet the System Availability MSL for any month will result in a Service Level Credit amount that will be determined as follows: for every 0.10% the System Availability is below the System Availability MSL, the applicable Service Level Credit shall be 0.20% of the Monthly Services Charge.

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For example, if the Monthly Services Charge is \$100,000, the Service Availability MSL is 100% and the Service Availability is 97.5%,the applicable Service Level Credit would be \$100,000 x ((100% - 97.5%)x 2) = \$4000. If the System Availability falls below 90.0% for two consecutive months or for four months in any consecutive 12-month period, in addition to the above Service Level Credits Customer may terminate the affected Service Order without penalty. In no event will NaviSite be liable for Service Level Credits in any one month that are in excess of one hundred percent (100%) of the Monthly Services Charge due NaviSite for that month.

Service Component	Scheduled Hours	Minimum Service Level
Non Clustered System	24 hours/ 7 days per week	99.5%
Availability Service Level calculation:		
{[(Actual Uptime + Excusable Downtime)/Scheduled Hours] x 100}		

4.0.2.12.5 (M) Describe the procedures and schedules for any planned downtime.

NaviSite Response: Supported

NaviSite will reboot the Exchange Servers regularly for preventive maintenance purposes during the normal maintenance window of 12:00 a.m. through 6:00 a.m. Sunday. Reboots may take place outside of this schedule for unforeseen maintenance issues or customer requested upgrades.

4.0.2.12.6 (M) Describe the consequences if disaster recovery metrics are not met.

NaviSite Response: Supported

Our response to question 4.0.2.12.4 describes the service level credits the State will receive should NaviSite fail to meet disaster recovery metrics.

4.0.2.12.7 (M) Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

NaviSite Response: Supported

NaviSite provides an end to end solution which is backed by our enterprise class SLA. In order to provide our SLA we have the proper tools and monitoring in place at each point through the solution to mitigate the risk. For example, the production to disaster site replication has the risk of failing so we have extensive monitoring enabled and a SAS-70 Type II Incident Management process to handle all alerts and issues. Other risks include the fact that applications change frequently, so we strongly recommend testing the DR failover twice a year at a minimum.

4.0.2.12.8 (M) Describe any SLAs addressing key application functions such as time for user login.

NaviSite Response: Supported

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NaviSite provides details of this information with our SLA, which has been provided as an attachment to this response. Please refer to the PDF titled NaviSite_Service Level Agreements.

4.0.2.12.9 (M) Describe the deleted item recovery capabilities and specify the time period for deleted item recovery.

NaviSite Response: Supported

NaviSite will recover inadvertently deleted items at no charge, provided the customer has elected the Deleted Item recovery option, and the recovery request is completed within the Deleted Item retention period.

4.0.2.12.10 (M) Describe the procedure for mailbox/message recovery.

NaviSite Response: Supported

Data restoration that is required as the result of a Customer error, or that requires the use of a recovery server, will be provided for an additional charge at NaviSite's then-current rates.

- Restoration requires approximately 20 minutes per gigabyte for data within the browsable index range of thirty days.
- NaviSite can only restore data from a specific date within the browsable index range of thirty days.
- For data older than the browsable index range (30 days):
 - NaviSite can only restore data from the monthly backup tapes (up to the retention period, NaviSite keeps only the last twelve months full backup).
 - These restorations require at least four additional hours to complete, since NaviSite must retrieve the media from off-site storage.
- Customers who make restoration requests outside of regular business hours must allow NaviSite additional time to restore the data, and NaviSite may charge the customer for an escalated request.

4.0.2.12.11 (M) Clarify the default recovery point objective and recovery time objective disaster recovery metrics.

NaviSite Response: Supported

NaviSite builds this messaging solution to Microsoft Exchange Best Practices. As a result of these Best Practices, we target with one hour RPO and a four-hour RTO.

4.0.2.12.12 (M) Describe the responsibility for and time required for adding/deleting/moving user mailboxes.

NaviSite Response: Supported

As described in our response to question 4.0.2.1.26, NaviSite provides two options for managing users and groups and the Exchange Directory—Customer or NaviSite administered. Responsibility and time required for adding/deleting/moving user mailboxes depends upon the option selected by the State.

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4.0.2.12.13 (M) Confirm the ability of the user to utilize Web Access and the Active Sync protocol for mobile devices.

NaviSite Response: Supported

Users can access OWA using any browser and an Internet connection. Free ActiveSync for iPhone and Windows Mobile are included with NaviSite's hosted Exchange solution. Additionally, NaviSite is a certified RIM partner and has extensive experience with Blackberry Enterprise Server and has the required RIM certifications to support the product.

4.0.2.12.14 (M) Describe any human resources that will be dedicated to the state account, the duties of that individual(s) and provisions for regular communications.

NaviSite Response: Supported

NaviSite uses a blended support model that includes assigning appropriate "named" engineers as needed to support specific technologies as well as documenting standard support processes (SOPs) so client systems and applications are managed by our fully integrated tiered staffing model. Each customer is assigned both an Account Manager and a Service Manager.

The **Account Manager** position is designed to be the single point of contact for existing customer relationships. The Account Manager is accountable for the overall revenue growth, customer satisfaction and NaviSite performance within a portfolio of assigned customers. Account Managers lead the sales effort across all NaviSite products and capabilities, and must also advocate for customers to ensure all issues are resolved in a timely manner. Account Managers interact with all levels of the organization (internally and externally) including finance, service delivery, engineering and upper management to ensure the highest level of customer satisfaction and retention.

The **Service Manager** position is designed to support operational issues for a named group of accounts. Service Managers are advocates for customers and ensure all issues are resolved in a timely manner. Service Managers interact with all levels of the organization including account management, finance, service delivery and upper management to ensure the highest level of customer satisfaction and retention.

Our Communication Approach

Conference Bridge

To maintain effective communications, NaviSite offers a conference line that allows many people from multiple locations to participate in phone conferences. This bridge is used to facilitate group project meetings.

Day-to-Day Contact

To assure the project stays on track, NaviSite will assign a primary focal point person to manage the details and day-to-day needs of the project. This person (typically a Project Manager or Business Analyst) will have access to the customer's subject matter experts and to NaviSite technicians for raising questions, resolving issues, communicating resolution, etc. We have found that having this single point of contact for all details is a very effective approach. It assures accurate and relevant communication throughout the entire life cycle of the project.

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Status Reporting

There will be multiple status reporting vehicles for the project:

- Weekly Report: A detailed status report submitted weekly to the customer team with information on current activities, outstanding issues, deliverables status and approaching deadlines.
- Regular Status Meetings: A teleconference call with the NaviSite staff and the customer
 project staff will be scheduled as often as the customer feels is necessary. This meeting
 provides a forum for all project teams to address any issues, progress and logistics for
 upcoming implementations.

4.0.2.12.15 (M) Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

NaviSite Response: Supported

The NaviView customer care portal increases productivity through self-service functionality that allows viewing and updating of critical information without outside assistance (https://naviview.navisite.com). NaviView is a comprehensive monitoring and reporting solution that supports off-the-shelf agents for monitoring most well-known applications and hardware. In the case of custom-developed applications and unique devices, our CAM platform supports the ability for custom-created agents and tools to interface between your custom solution and our platform to report on most any required critical metrics and processes.

The following is a list of features of the NaviView Portal:

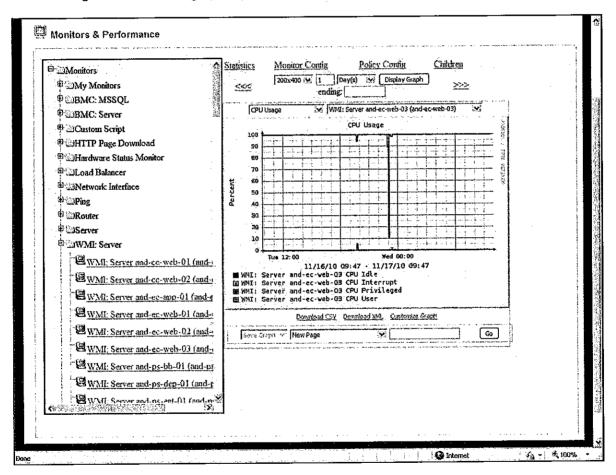
- Asset and Configuration Information: Real-time access to complete hardware and software configuration for the entire application infrastructure
- Server Utilization: Real-time access to complete CPU, disk and memory utilization in hourly, daily, weekly, monthly and yearly intervals
- Per Network Port Utilization and Errors: Real-time access to complete per port network utilization and errors in hourly, daily, weekly, monthly and yearly intervals
- Bandwidth Reports: View aggregate bandwidth reports in hourly, daily, weekly, monthly and yearly intervals
- Customer Empowerment Tools: Proactive tools provide an interface into trouble and change ticketing system, contact database and customer survey data. Customers can view assets; view and enter tickets (trouble ticket, change ticket); view summary reports (trouble and change tickets); view and modify customer contact information; display CRM and NOC contact information; change MyNaviSite password; provide enhancement requests; and complete satisfaction surveys
- Integrated Service Reporting: (optional) Integration of web traffic analysis reports (WebTrends), database performance reports, and professional services offerings (e.g., Site HealthCheck and Readiness Assessments)
- Monitoring Configuration Information: View monitoring configuration information and change URL monitoring settings

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- Backup Status Reports: View backup status of all disk volumes for each server for the past 60 days
- Technical Documentation: Seamless access to technical documentation on NaviSite
 products and processes. Customers can view Service Level Descriptions; URL Monitoring
 Guidelines; Standard Monitoring Setup Guidelines; NaviSite Policies and Procedures;
 marketing collateral; "How to use" documentation for SRA, FTP, pcAnywhere,
 CustomerCare, Terminal Server and McAfee Remote Desktop; and NaviSite Circuit
 Provisioning Information.

Performance Report

The following screen shot is a graph representing CPU usage.



4.0.2.12.16 (M) Clarify the responsibility for providing end-user help desk services.

NaviSite Response: Supported

The customer is responsible for providing Tier 1 Support (often referred to as End User Help Desk support), including technical support for desktop hardware or applications, Microsoft Outlook client installation and operation, application design, and use of any database or application not designed by NaviSite. NaviSite can provide Tier 1 Support as an optional service.

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All End Users must go through the Customer's Tier 1 Support to obtain customer support for the Services. Customer's Tier 1 Support Help Desk is responsible for relaying Services-related issues, including problems directly related to NaviSite registration, mail routing, calendaring and scheduling, or Exchange Server availability to NaviSite's Tier 2 Support for resolution.

4.0.2.12.17 (DR) Describe any options (including cost) for more aggressive and extensive disaster recovery metrics.

NaviSite Response: Supported

NaviSite's Disaster Recovery Solutions are custom built to address each customer's specific requirements. With a NaviSite Disaster Recovery solution, a broad spectrum of Recovery Time and Recovery Point Objectives (RTOs and RPOs) can be addressed. These solutions are based on experience obtained through working with a variety of different customer requirements, each one tuned to specific expectations.

NaviSite has well-defined processes for handling issues and declared disasters: Incident Management, Problem Management and Change Management. These processes include:

- Designated "Hot Teams" to respond to and address any and all incidents
- Similar tape backup hardware, server/storage hardware and software across managed data centers so we can recover from one data center to another if necessary
- Physical redundancy in data centers, such as redundant power, fire suppression systems, telecommunications, etc.
- Redundant, geographically dispersed Network Operations Centers in Andover, Massachusetts and India
- CAM Pollers collecting device data that can be re-directed to multiple locations for viewing and management
- Phone bank redundancy we can switch to another set of phones if the primary phones go down
- Facilities are managed from a globally distributed staff

Disaster Recovery – Hardware and Software

NaviSite offers a variety of disaster recovery options, which we work closely with our customers to develop. Each customer is different, with different requirements and, therefore, each disaster recovery plan, architected to match very specific criteria, is also different. However, there are several high-level views of disaster recovery which outline the differences between the two main scenarios outlined below.

NaviSite recommends a combination of approaches, based on a thorough evaluation of current applications and data stores, and then prioritizing them. Please note this process will likely be mostly accomplished during a migration, thereby saving time and money.

Hot Site Solutions

The hot site is a fully redundant configuration mirroring your production systems. Systems, applications and data are pre-installed at our data centers and are continuously maintained to mirror your mission-critical production environments. Dedicated data center space and dedicated IT infrastructure (configured servers, switches, security, networking and storage) with all systems assumed to be up and running with applications and data mirrored to the primary site. This approach

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is appropriate for mission-critical applications that require near immediate failover in the event of a service interruption. A hot site level of disaster recovery solution means there will be a near-immediate recovery of system, data and application functionality, which is designed for businesses that cannot tolerate any downtime in their mission-critical environments.

Hot Site Services

- · Recover in minutes
- Higher cost solution
- Fastest restoration
- Hardware included
- Fully redundant and mirrored environment

Hot Site Options

Hot Standby - Systems are synchronized via a secure network connection from the primary production system to the secondary system located in NaviSite's data center. System hardware is provided by either the customer or NaviSite and data is frequently synchronized via a network using a choice of industry-leading data synchronization and replication software. In order to provide this high-level of redundancy and availability, the system needs to be fully mirrored in another data center. In addition, there are additional network costs which need to be considered for the connection between the two data centers. This connection is what keeps the two systems in synch, and provides for that availability. Please note this is a generic hot site configuration. When NaviSite works more closely with you to determine your specific availability and redundancy requirements, this configuration could change.

Warm Site Solutions

Leverage our nationwide data centers for IT infrastructure failover in the event of a significant service interruption at the customer's primary site. Data is periodically updated, so no significant data loss will occur. Although systems are not continuously mirrored, system and data synchronization occurs over a secure network. You can promptly restore critical systems in the event of a data loss.

Warm Site Services

- Recovery in hours
- Medium cost solution
- Faster restoration
- Hardware included
- Data synchronized over communication lines

Warm Site Options

Rapid recovery systems are synchronized via a secure network connection from the primary production system to the secondary system located in NaviSite's data center. System hardware is provided by either the customer or NaviSite, and data is periodically synchronized via a network using a choice of industry-leading data synchronization and replication software. Please note this is a generic warm site configuration. When NaviSite works more closely with you to determine your specific availability and redundancy requirements, this configuration could change.

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Cold Site Solutions

NaviSite also offers Cold Site DR Solutions for organizations that need a DR solution, but not necessarily near-term recoverability. In a disaster scenario, NaviSite will deploy the required hardware and software to support your recovery needs. Data from secondary storage (e.g. tape or disk) would then be loaded to the new systems to complete the recovery process. Typically the least expensive option, Cold Site recovery capabilities provide a very affordable solution for data that needs to be recoverable, but not right away.

Cold Site Services

- Recovery in Days
- Lower cost Solution
- Hardware Provisioned after disaster declaration
- Data Synchronized Over Communication Line

4.0.2.13 Collaboration

4.0.2.13.1 (M) Ability to create and manage folders for the files.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.2 (M) Ability to collaborate with staff members that are telecommuting or otherwise away from a State facility.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.3 (M) Ability to share data and files stored within the solution with a Web interface.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.4 (M) Ability to share a folder of documents.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.5 (M) Ability to have multiple staff members work on common files at the same time and maintain version control (i.e., who, what, when).

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

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4.0.2.13.6 (M) Ability to recover or revert to prior file version.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.7 (DR) Availability of internal collaboration tools.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.8 (DR) Delegation and transfer of ownership of the files.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.9 (DR) Export/Import functionality for all editable file types.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.10 (DR) Ability to create or leverage existing groups of employees. Access defined groups (Agency, division, bureau) or create new groups quickly based on project/task needs.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.11 (DR) Availability of a Wiki type solution for collaboration that allows changes to be tracked by user.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4.0.2.13.12 (DR) Ability to store not only documents and spreadsheets but also other media if needed.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

4,0.2.13.13 (DR) Ability to make any document or email part of a "To Do" List.

NaviSite Response: Supported

This requirement is included in the SharePoint standard functionality.

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4.0.2.13.14 (DR) Integration with external social media services.

NaviSite Response: Supported

Integration with external social media services is supported, but may require additional software integrations.

4.0.2.14 Office Productivity

4.0.2.14.1 (DR) Presentation tools and ability to: read, open, edit, copy, paste, and display standard office product formats (e.g. doc, .docx, .odt, xls, etc.).

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.14.2 (DR) Track all documents/changes by user. Be able to preserve documents by user and date.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.14.3 (DR) Ability to capture an email as a file and save it and/or allow the email to be attached as a file in another system.

NaviSite Response: Supported

This requirement is included in the Outlook standard functionality.

4.0.2.14.4 (DR) Word Processing.

NaviSite Response: Supported

This requirement is included in Microsoft Word.

4.0.2.14.5 (DR) Spreadsheet capability.

NaviSite Response: Supported

This requirement is included in Microsoft Excel.

4.0.2.14.6 (DR) Ability to migrate historical documents, spreadsheets, presentations and databases.

NaviSite Response: Supported

NaviSite supports the customer's ability to migrate documents per the State of Utah's requirements.

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4.0.2.14.7 (DR) Ability to synchronize with apps that need access to Calendar and Address Book.

NaviSite Response: Supported

NaviSite makes the Exchange features available for use for third party integration.

4.0.2.14.8 (DR) Ability to share documents/spreadsheets/presentations internally or externally.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.14.9 (DR) Ability to edit documents either online or on a device that is not connected to the Internet.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.14.10 (DR) Functionality for form creation and database, with ability to share created forms to limited groups.

NaviSite Response: Supported

This requirement is included in Microsoft InfoPath and Access.

4.0.2.14.11 (DR) Project management capabilities.

NaviSite Response: Supported

This requirement is included in Microsoft Project.

4.0.2.14.12 (DR) Drawing capabilities

NaviSite Response: Supported

This requirement is included in Microsoft Visio.

4.0.2.15 Video and Web Conferencing

4.0.2.15.1 (DR) Bandwidth efficiency and controls.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements; for example, Office Communication Server versus Cisco WebEx.

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4.0.2.15.2 (DR) Ability to archive video sessions.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements; for example, Office Communication Server versus Cisco WebEx.

4.0.2.15.3 (DR) One to one internally.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements. Most likely, Microsoft Office Communications Server will support this requirement.

4.0.2.15.4 (DR) Multiple locations internally.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements. Most likely, Microsoft Office Communications Server will support this requirement.

4.0.2.15.5 (DR) Ability to utilize saved Video files within office productivity tools.

NaviSite Response: Supported

This requirement will be included with the selected video/conferencing platform.

4.0.2.15.6 (DR) User tracking Options.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements. Most likely, Microsoft Office Communications Server will support this requirement.

4.0.2.15.7 (DR) Office tools accessible to large virtual teams. Tools to include Blogs, Wikis, and social networking tools.

NaviSite Response: Supported

NaviSite will work on a video/conferencing platform once we have a clearer understanding of the State of Utah's requirements. Most likely, Microsoft Office Communications Server will support this requirement.

4.0.2.15.8 (DR) Remote Desktop Access/Control.

NaviSite Response: Supported

This requirement will be included with the selected video/conferencing platform.

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4.0.2.15.9 (DR) External video conferences.

NaviSite Response: Supported

This requirement will be included with the selected video/conferencing platform.

4.0.2.15.10 (DR) Real-time on screen notation and editing.

NaviSite Response: Supported

This requirement will be included with the selected video/conferencing platform.

4.0.2.16 Virtual Storage

4.0.2.16.1 (M) Ability to search (e-Discovery) files.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.16.2 (DR) User tracking options.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.16.3 (DR) Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager or applications that integrate with storage services. Specify the amount of storage provided, how that amount can be increased, and under what conditions.

NaviSite Response: Supported

This requirement is included in the standard functionality.

4.0.2.17 Other

4.0.2.17.1 (M) Provide the process, responsibilities and costs for the cessation of the contract, including any costs and procedures for data migration and cleansing of State data from Respondent data centers.

NaviSite Response: Supported

Generally, NaviSite does not provide termination for convenience. If there are termination for cause issues as identified in the Master Services Agreement, NaviSite will allow termination without penalty.

4.0.2.17.2 (M) Segregation of State data from other data.

NaviSite Response: Supported

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The NaviSite solution for the State of Utah will be a dedicated environment.

4.0.2.17.3 (M) State email and data storage by hosted providers remaining within the continental United States.

NaviSite Response: Supported

NaviSite will store all State email and data within its U.S. data centers in Andover, Massachusetts and San Jose, California.

State of Utah

4.0.2.17.4 (M) Access to State data and management functions by State staff.

NaviSite Response: Supported

Should you select NaviSite as your single-source, full-service provider, NaviSite's Collaborative Applications Management (CAM) platform in conjunction with the NaviView portal will give you the tools to monitor and manage your complete IT environment. These tools, particularly the CAM platform, are the same monitoring tools which NaviSite deploys and uses to monitor our customers' environments.

The alerts generated by these tools are forwarded to one of our Network Operations Centers located in Andover, Massachusetts and New Delhi, India for a follow-the-sun model. We will develop a Run Book with you to determine what your requirements are for the handling of these different alerts. Based on those documented requirements, the alerts will be handled per your specifications.

These tools will also be available for your usage, and will prove an invaluable tool as your manage your IT to grow your business. Your IT department is tasked with building, integrating and maintaining applications and systems to support your business units. You may be asked to add new applications into your legacy systems. An acquisition or merger may create the need to integrate several applications, databases and processes. The processes and tools used to sustain legacy, new and integrated systems are the Operational Support Systems (OSS).

Some of the Operational Support Systems needed to support IT include:

- Configuration Management data on applications and system component configuration
- Change Management the review, approval, and tracking of changes to applications and system components
- Capacity/Performance Management monitoring of availability, performance and capacity of applications and system components

These Operational Support Systems are used to:

- Maintain policies and thresholds for polling monitors of applications and system components
- Monitor threshold anomalies generate appropriate alerts, and track events via event management processes and tools
- Provide historical views of monitored data, events, problem and change management data for capacity planning, performance analysis and preventative maintenance

4.0.2.17.5 (M) Specialized deployment support from Respondent or Respondent partners.

NaviSite Response: Supported

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An Implementation Specialist will be assigned to serve as a single point of contact for Customer during the implementation phase of the contracted services. Customer will assign a single point of contact for day-to-day implementation, and a point of contact that has the authority to resolve Customer side issues as needed.

Project implementation includes design of the managed solution, configuration and rollout of the Exchange Servers and tape backup solution, configuration of security, mail routing configuration, customer database rollout, backup schedule planning, Tier 1 Help Desk coordination of escalation process, and registration of Customer's designated contacts to NaviSite support (i.e. Named Callers).

Exchange Server Implementation

NaviSite will provide the hardware, operating system, and Exchange software and configure the System as described in the Service Order.

Roles and Responsibilities during Implementation

Activity	Responsibility NaviSite Managed
Designate contacts to work on project	Shared
Create implementation plan	NaviSite
Exchange Server build out and testing	NaviSite
Windows and Exchange configuration on Exchange Servers	NaviSite
Obtain Exchange Server licenses	NaviSite
Exchange Server and/or existing Exchange environment audit	NaviSite
Configuration of the Active Directory	NaviSite
Exchange Server Configuration Signoff	Shared
DNS registration process to register or transfer internet domain	Shared
Standardize related user procedures	Shared
Install, configure Exchange Servers	NaviSite
Determine user connectivity solution	Shared
Set-up of end-user workstations	Customer
Provide LAN and WAN network equipment and support at Customer location	Customer
Provide LAN and WAN network equipment and support at NaviSite	NaviSite
Implementation Signoff	Shared
Determine components required to support connectivity between NaviSite and Company (e.g., VPN)	Shared
Configure and install components, i.e., routers, related to connectivity between NaviSite and Customer	Shared
Install firewall	NaviSite

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4.0.2.17.6 (M) Post deployment support from Respondent or Respondent partners.

NaviSite Response: Supported

Once all testing is complete and approved, you will receive documentation for your users to log in. Data migration as appropriate may now begin. In addition to the user logins, you will receive a project recap and orientation package. Based upon your type of installation, appropriate training and knowledge transfer will take place. This will be in conjunction with a phone conference facilitated by the Project Manager. Any open items reviewed during this conference will be documented and remediated. Once complete, the Project Manager will then request your written acceptance. If your Project Manager and Client Manager are not the same individual, your relationship with NaviSite will be transitioned from the Project Manager to your Client Manager. NaviSite's Implementation Team looks forward to working with you to achieve your complete satisfaction.

4.0.2.17.7 (DR) Access to State data and management functions by non-State entities and personnel.

NaviSite Response: Supported

Third parties requiring access to State data and management functions must be on a preapproved list that NaviSite will obtain from the State.

4.0.2.17.8 (DR) Ability to utilize local and off-site based office productivity tools.

NaviSite Response: Supported

This requirement is a standard functionality of the solution.

4.0.2.17.9 (DR) Availability of List serve capabilities.

NaviSite Response: Supported

The Microsoft Exchange solution does not currently have native List-Server capabilities; NaviSite, however, will work with the State of Utah to customize a supported List-Server solution.

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(4) Project Plan

(Section 4.0.3 of RFP)

4.0.3 Project Management and Implementation

4.0.3.1 Staffing

4.0.3.1.1 (M) The Respondent shall be responsible for all required costs attributable to its officers and employees, including, but not limited to, worker's compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions, and similar items.

NaviSite Response: Supported

NaviSite understands its responsibilities related to worker's compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions and similar items.

4.0.3.1.2 (M) The Respondent shall have the sole responsibility for the hiring, recruitment, management, training, and firing of the Respondent's employees. The Respondent shall disclose the names and positions of its officers and employees to DTS. The Respondent shall provide information on employees and officers as requested of any audit activity or report. The Respondent must submit a list of names for all employees who require access to State data and data centers so they can receive and pass a required DTS background check prior to gaining access to the State's secure resources and facilities.

NaviSite Response: Supported

NaviSite understands its responsibilities for hiring, recruiting, managing, training and firing our employees. The members of our executive team are listed below. NaviSite will provide the names of employees requiring access to State data centers after we are selected to provide the services detailed within the RFP.

R. Brooks Borcherding, President and CEO
Jim Pluntze, CFO
Denis Martin, Executive Vice President and CTO
Roger Schwanhausser, Senior Vice President, Service Delivery
Mark Clayman, Senior Vice President, Enterprise Sales
Claudine Bianchi, Chief Marketing Officer

4.0.3.1.3 (M) The Respondent shall ensure that all employees, consultants, and external staff that work on the implementation project have signed general and specific confidentiality and privacy statements to protect confidential data prior to gaining access to the State's secure resources and facilities.

NaviSite Response: Supported

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NaviSite requires all staff, consultants and other individuals who work on projects to sign a non-disclosure agreement, code of ethics and other operational policies dependent on their specific job function.

4.0.3.1.4 (M) Respondents shall describe their procedure for conducting employee background checks, including, but not limited to, drug tests, and financial or criminal history. As warranted by any specific services to be developed under this contract, the Respondent shall agree submit a list of names of employees to undergo employee background checks, as determined by the State, with DTS as the managing partner. This includes employees with ongoing operational responsibilities that have access to State data.

NaviSite Response: Supported

NaviSite uses a third party to perform background checks on all employees. The following is an extract from the disclosure form all employees sign:

These above-mentioned reports may include, but are not limited to, information as to character, general reputation, personal characteristics and mode of living, discerned through employment and education verifications; personal references; personal interviews; personal credit history based on reports from any credit bureau (personal credit history will be verified only if appropriate for certain job descriptions); driving history, including any traffic citations; a social security number verification; present and former addresses; criminal and civil history/records; any other public record.

4.0.3.1.5 (M) The Respondent shall recruit, hire, retain, and train qualified and sufficient personnel to implement the project plan. DTS reserves the right, as the State contracting organization, to recommend staffing additions to reduce migration wait times and improve implementation responsiveness to agencies. All such requests will be made in writing, and shall be within the agreed upon scope of the contract. The Respondent must provide a list of proposed or existing staff to meet the proposed service levels.

NaviSite Response: Supported

NaviSite will produce a implementation plan which will include a staffing plan which will show effort will be supported on a 24x7x365 basis. This plan will identify the key personnel; including their designation, as well as technical or administrative capacity. NaviSite will identify the individuals who will manage the overall effort and contacts including their expertise. DTS will be a part of the entire process including recommending staffing additions and overall approval of the project.

NaviSite consultants are assigned to projects on a first come, first serve basis. At this time, we cannot guarantee which NaviSite consultants would be assigned to the State of Utah; however, they will have technical skills comparable to the individuals whose resumes were provided with our response.

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4.0.3.2 Implement Technology Best Practices

4.0.3.2.1 (M) The Respondent shall follow professional practices, including the development of project plans, requirements documentation, design documentation, test data, and test procedures. The Respondent shall describe in their proposals what methodologies and best practices that they adhere to.

NaviSite Response: Supported

NaviSite has opted to pursue the Information Technology Infrastructure Library (ITIL) model. ITIL and IT Service Management (ITSM) are a set of best practices used to deliver high quality IT services. The best practices described in ITIL represent the consensus derived from over a decade of work by thousands of IT and data processing professionals worldwide, including hundreds of years of collective experience. Because of its depth and breadth, the ITIL has become the de facto world standard for IT best practices. ITSM is the set of standards that NaviSite models our operations to provide the most effective and efficient service delivery to support steady-state operations management for our customers.

4.0.3.2 Interact Effectively with the State

4.0.3.2.1 (M) The Respondent shall work with the DTS Infrastructure Management Group, and in cooperation with Agency Partners, to implement the hosted email, communication, and collaboration services project.

NaviSite Response: Supported

NaviSite agrees to work with the DTS Infrastructure Management Group and in cooperation with Agency Partners to implement the services described herein.

4.0.3.2.2 (M) The Respondent shall provide a mutually defined and approved Service Level Agreement (SLA) that addresses both migration and transition deliverables, and ongoing service level expectations.

NaviSite Response: Supported

NaviSite has provided its standard SLAs as separate attachments to our response. Please refer to the PDF titled *NaviSite_Service Level Agreements*.

4.0.3.3 Compliance with All Statutory and Legal Requirements

4.0.3.3.1 (M) The Respondent shall comply with all relevant county, State, and federal statutes, rules, and regulations applicable to assuring privacy and confidentiality. Any special rules must be included in the SLA by the Agency Partners.

NaviSite Response: Supported

NaviSite agrees to comply with all relevant county, State and federal statutes, rules and regulations applicable to assuring privacy and confidentiality.

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4.0.3.4 Compliance with DTS Standards and Policies

4.0.3.4.1 (M) All services shall be performed in accordance with DTS standards and policies. These standards and policies can be found at: http://dts.utah.gov. The successful Respondent shall work with DTS on developing any additional standards that the Respondent believes are appropriate to successfully implement Hosted Email, Communication and Collaboration services. The Respondent shall document all systems analysis and programming activities. Copies of all such work shall be available for inspection by DTS before such programs are implemented.

NaviSite Response: Supported

NaviSite agrees to perform al services in accordance with DTS standards and policies.

4.0.3.5 Project Scope Definition

4.0.3.5.1 (M) Define the project scope with primary emphasis on Email, Calendaring, Scheduling, Training, and Application Email Modifications

NaviSite Response: Supported

Project Tasks and Timelines

Exchange implementations generally follow a standard set of tasks; variations on tasks and timeline emerge primarily in how the hosted environment connects to the customer's Active Directory environment and additional environment services such as whether or not an archiving platform will be included in the implementation.

Typical Project Structure

- Procurement—Typically 2-4 weeks from contract sign and sales initiation (depends on type of hardware)
- 2. Physical Environment and Base Layer Build-out—Typically 3-4 weeks from receipt of hardware (varies with environment size)
 - 2.1. Network prep: stage, rack, networking connectivity
 - 2.2, Server build-out
- 3. Planning Tasks (runs in parallel to Physical Environment Build-out)—Typically 4-6 weeks
 - 3.1. Application Build-out Preparation
 - 3.1.1. VPN Planning
 - 3.1.2. Firewall/Security Planning
 - 3.1.3. SSL Planning (URL addresses, approval process on customer's side for SSL cert requests)
 - 3.1.4. SMTP Planning (forward and reverse IPs, sender validation methods required, delivery of mail during migration period, etc.)
 - 3.1.5. Exchange and spam protection configuration questionnaire
 - 3.2. Acceptance Criteria definition and documentation
 - 3.3. Communication Planning (primarily placeholder for customer tasks)
 - 3.3.1. Migration escalation matrix
 - 3.3.2. Customer creation of help desk support materials
 - 3.3.3. Customer creation of end user support materials

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- 3.4. Migration Scheduling (customer tasks w/ NaviSite input)
 - 3.4.1. Determine Alpha user population
 - 3.4.2. Determine Pilot user population
 - 3.4.3. Determine target Production user schedule will be adjusted after pilot
- 4. Exchange application build-out—Typically 1.5-2 Weeks
 - 4.1. Active Directory (including any schema upgrades as needed)
 - 4.2. Exchange servers
 - 4.3. Archive servers, if applicable
 - 4.4. Migration server build-out
 - 4.5. Spam solution initiation
 - 4.6. Email domain move (optional can be done after migration)
- 5. Other integration—Typically 1 week for critical-path items
 - 5.1. Monitoring setup
 - 5.2. Backup configuration
- 6. Pre-Pilot (Alpha)--Typically 2 Weeks
 - 6.1. Alpha moves
 - 6.2. Burn in
 - 6.3. Resynch process for pilot
 - 6.4. Adjust production schedule based on initial data migration throughput
- 7. Pilot-Typically 1.5-4 Weeks
 - 7.1. Pilot moves
 - 7.2. Burn in
 - 7.3. Resynch process for prod
 - 7.4. Additional pilot groups if needed
 - 7.5. Adjust production schedule if needed based on data throughput and/or user factors (number of desktop touches per day, bandwidth of customer support desk for migrating user questions)
- 8. Production (timeline depends on number of users, customer bandwidth to support, and demonstrated throughput for data migration)
- 9. Finalization—Typically 1 week, with some planning lead time required during end of Production phase
 - 9.1. Email domain cutover (if not done prior to migration)
 - 9.2. Transition to normal support procedures (opening a ticket with NaviSite support desk, NaviView access)

Migration phases

The migration portion of the project is broken down into Initial, Alpha, Pilot, and Production phases. Each phase has a clear goal and is appropriate for different user profiles.

Phase	Goal	Target Users
Initial	Initial system configuration testing	Test mailboxes – no live data or true users
Alpha	First true users with system tweaking as needed during business hours for technical performance reasons or based on customer feedback.	Customer project team members and 1-5 IT workers who can tolerate disruption and change. Do not include executives or VIPs in this phase.
Pilot	Deployment with expected final system configuration; minimal	10 – 100 IT and Business Line power users who can tolerate system change and will

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Phase	Goal	Target Users			
	tweaking expected.	provide feedback. Do not include executives or VIPs in this phase.			
Production	User deployment with final configuration; tweaking only via scheduled Change Request.	User population. Recommended to include executives and VIPs beginning at 30% completion point.			

State of Utah

A key concept for planning the user populations for each phase is that the longer a phase, the less disruption will occur for users in the following phase. Most customers opt for a 1 – 2 week short pilot with minimal breadth of pilot users. While speedy and allowing for some configuration testing and resynch, this does mean that configuration or usability issues may occur during the production rollout. The best strategy to ensure a smooth production rollout is an extensive pilot with a customer-led change process that includes pilot users from all business lines and encompassing a key business cycle (e.g., end of month financial close). Most customers do not choose this scenario, instead opting for a low level of risk with the production rollout in order to accomplish the project on a faster timeline.

Notes on migration timelines

Migration tasks and timelines will vary greatly from customer to customer due to many factors, including (but not limited to):

- 1. Platform and version of platform(s) being migrated from
- 2. Number and size of mailboxes and data to be migrated
- 3. Additional intersecting projects that the customer requires to implement during a messaging platform change but that are not critical path for the Exchange mailbox migration, e.g.
 - a. Implementation of mobile security policies
 - b. Implementation of mailbox quotas/introduction of local user archiving
 - c. Client software deployment/upgrade and/or deployment of desktop software automation
 - d. Email address migration/format standardization
 - e. Active Directory migration and/or consolidation
- 4. Bandwidth to site of customer's current mail data
- 5. Capacity/speed of server(s) hosting customer's current mail data
- 6. Customer 1st level support capacity for a new mail platform, including
 - a. Desktop touch required for migration if needed
 - b. End-user documentation
 - c. Help desk training
- 7. Customer communication and scheduling factors around migration, such as
 - a. Typical communication lead time for user change
 - Departmental scheduling issues (e.g., Accounting can't be moved at the end of month or quarter)
- 8. Coordination with other parties, such as in an acquisition or divestiture situation, or when moving from a different provider

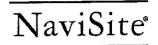
The project team will work with the customer to integrate key customer-driven deadlines into the production schedule as much as possible. The key technical timeline-limiting factor in most migrations is the amount of data that can be migrated in one evening from the customer server; this limit is almost entirely driven by available bandwidth to the customer site and responsiveness of customer's server. Beyond that, migration timeline is affected most by

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customer-driven factors regarding speed of desktop software deployments, customer tolerance for risk, and user community tolerance for change.

4.0.3.6 Project Deliverables

4.0.3.6.1 (M) Specify the project deliverables including all of the following:

Project Management;

NaviSite Response: Supported

Your implementation will be assigned to a designated Project Manager (PM) that will function as your main liaison throughout the implementation phase of the on-boarding process. Your Project Manager will oversee all aspects of the implementation from initial contract review through your final acceptance.

· Password Synchronization;

NaviSite Response: Supported

Password synchronization depends on the chosen Active Directory integration paradigm. In general, the customer's Active Directory is extended into the NaviSite datacenter. This allows users to access the hosted Email infrastructure with their existing AD usernames and passwords.

Infrastructure Domain Creation and Setup;

NaviSite Response: Supported

Infrastructure domain creation and setup depends on the chosen Active Directory integration paradigm. In general, the customer's Active Directory is extended into the NaviSite datacenter. However, the degree of integration and shared administrative responsibility can be customized for the particular implementation and the customer's security requirements. This level of responsibility or security segregation will drive the domain creation/setup tasks.

Message Security and Discovery;

NaviSite Response: Supported

NaviSite's dedicated Exchange implementations can support a variety of industry-specified security standards such as TLS. Messaging archiving and discovery is also supported within the solution.

Infrastructure Mail Routing;

NaviSite Response: Supported

A dedicated hosted Exchange implementation can support mail routing to/from foreign mail systems or email-producing applications, provided that the routing load is quantifiable (or can

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at least be estimated) and can be integrated into the solution. Of specific note is that inbound Internet mail routed via Internet through Exchange to foreign systems will need to take spamfiltering needs into account.

Mobile Infrastructure Services;

NaviSite Response: Supported

Blackberry Enterprise Server, Good Server, and native ActiveSync are all supported as part of a specific Exchange implementation. In addition, some customers choose to expose IMAP or POP protocols to allow smart phone access without requiring a BES data plan (for example).

User and Global Address List Provisioning and Synchronization;

NaviSite Response: Supported

User creation, modification, and deletion via the native Exchange admin tools are the customer's responsibility.

GAL "synchronization" is not usually an issue, since the customer's Active Directory is usually extended to NaviSite. Synchronization with foreign directories is possible but would need to be custom-specified for the implementation.

Calendar Free/Busy and Scheduling Facility;

NaviSite Response: Supported

Free/Busy lookup and scheduling are natively supported facets of Microsoft Exchange functionality with a properly configured Microsoft Outlook client or via Outlook Web Access (OWA) via supported browser. Configuration of Outlook, browser, or other client machine configurations required for operation (DNS resolution, etc.) is the customer's responsibility.

Content Migration Tools;

NaviSite Response: Supported

Depending on the platform from which the customer is migrating, NaviSite typically leverages either native Exchange functionality (i.e., Mailbox move) or third-party tools to move mail data from a foreign system such as Notes or GroupWise

Application Email and Calendar Discovery and Coding Modification;

NaviSite Response: Supported

Customizations to the Exchange native interface or back-end functionality are generally not supported or included as part of an Exchange implementation. Specifics would depend on the particular customer project.

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Content Migration – Email, attachments, and archived messages;

NaviSite Response: Supported

Depending on the platform from which the customer is migrating, NaviSite typically leverages either native Exchange functionality (i.e., Mailbox move) or third-party tools to move mail data from a foreign system such as Notes or GroupWise. This migration generally includes email content, contacts and calendaring content. It can include migration or ingestion of archived messages either into the Exchange mailbox or directly into the mail archiving system.

Content Migration – Calendar;

NaviSite Response: Supported

Same as above.

Content Migration – Contacts;

NaviSite Response: Supported

Same as above.

Account Deactivation Process;

NaviSite Response: Supported

User creation, modification, and deletion via the native Exchange admin tools are the customer's responsibility

Communication and Change Management Process;

NaviSite Response: Supported

The Incident Change Management Process is rigorously followed at NaviSite, as described in detail below:

- Request for Change with Details Either the Customer or internal NaviSite resources can initiate changes. For Customer initiated changes, requests can be submitted by:
 - Using the Customer Care Portal.
 - b. Sending an e-mail to the NaviSite NOC or the Customer's CRM.
 - c. Calling the NaviSite NOC or the Customer's CRM.

For NaviSite initiated changes, determination of a needed change is based on meeting the responsibilities associated with services provided to the Customer.

- Customer Authorization and Validation Changes are validated only after the
 appropriate authorization in writing is received by a Signatory. Upon validation, changes
 are prioritized and work is performed. A Signatory can authorize a change by:
 - a. Submitting the change using the Customer Care Portal.

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b. Sending an e-mail to the NaviSite NOC or the Customer's CRM.

If a non-Signatory requests the change or the change request was provided verbally, the ticket system will automatically trigger the validation process.

- c. If the ticket requestor is a Signatory, an e-mail is sent (every four hours for 24 hours) to request authorization of the change. The Signatory simply replies to the e-mail to indicate their authorization.
- d. If the ticket requestor is NOT a Signatory, an e-mail is sent (every four hours for 24 hours) to all Signatories to request authorization of the change. One Signatory needs to reply to indicate their authorization.

Upon receipt of the authorization e-mail, the ticket is validated and assigned to resources for completing the change. If an authorization e-mail is not received, the validation will expire and the change will not be performed.

- 3. Change Write-up and Planning Upon validation of a change request, a NaviSite resource is assigned as the Change Initiator. The Change Initiator is the NaviSite resource responsible for overall ownership of the change and ensuring completion. The Initiator also coordinates the timing for performing the change and defines an acceptance plan with the requestor of the change. The Customer is responsible for naming a resource to confirm the change is completed as requested. The Change Author is responsible for writing the change, including a prep and rollback plan, an implementation plan and a test plan. Internal approval is gained from the Change Management Review Board (CMRB) for any changes performed to a shared system. The communication plan to notify all impacted customers is confirmed at the weekly CMRB meeting.
- 4. Change Implementation and Completion The Change Implementer performs the change according to the write-up. With successful test results, the change ticket is updated as Successful. The Change Initiator communicates with the Change Requestor and agreed upon acceptance resource to indicate change has been completed successfully and to ask for acceptance of the change. If acceptance is not provided or issues are not raised and the customer proceeds to use the system after the change, acceptance is inferred. For internally initiated changes, the customer is contacted to coordinate timing when there is not a pre-defined maintenance window.
- 5. Change Management Policy The Change Management policy is formalized at NaviSite. The Change Advisory Board (CAB) is a cross functional group responsible for the policy including approving any revisions to the policy and any related operational processes implemented to support the policy. Additional responsibilities include ensuring change management process compliance by reviewing compliance metrics. For changes initiated and performed by customer resources, the customer is responsible for notifying NaviSite of any changes that will result in any outage condition.
- 6. Emergency Change Requests Emergency change requests are made only for site down or pending site down conditions. These symptoms typically present as Trouble Tickets and a change may be defined to restore the service outage condition. For Customer initiated emergency changes, NaviSite will assess each request and perform the work only upon approval by the appropriate management. If emergency changes are requested by the customer on a regular basis, a meeting will be held with the customer to understand the root cause of the problems and the customer's remediation plan.

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- 7. System Upgrades Major changes to a server or site, such as a system upgrade, database upgrades or addition of storage devices will be managed as a small project with a change to be performed. Advanced notice is required (at least 5 days) for this more significant type of change request. Depending on the scope of the project, additional time may be required for appropriate planning and risk management. NaviSite will work with the customer to develop a mutually agreed upon schedule, based on the project.
- 8. Operating System Patch Management Service If the customer has purchased the Operating System Patch Management Service, or if it is included as part of an application management service, the process for delivering that service will be followed. Refer to the PatchLink Service Level Description for further details. Responding to critical vulnerabilities and applying non-critical patches is defined. The task of applying OS patches to customer systems follows the change management process.

Integration with the State's Change Management Process;

NaviSite Response: Supported

NaviSite operates in a SAS-70 Type II compliant manner and offers complete transparency into the Change Management process via the NaviView customer portal. We have several clients with whom we integrate into their processes and operate as an extension of their team.

· Help Desk Integration;

NaviSite Response: Supported

NaviSite operates in a SAS-70 Type II compliant manner and offers complete transparency into the Help Desk ticketing system via the NaviView customer portal. We have several clients with whom we integrate into their processes and operate as an extension of their team.

Training;

NaviSite Response: Supported

NaviSite training programs are customized to meet our customers' needs. Training programs and documentation delivery are all part of our Project Management framework. The extent of operations or programs in each of these areas is dependent on the scope of the project and the skill sets of the target user group(s).

Problem Escalation Process.

NaviSite Response: Supported

NaviSite gives special attention to all customer issues, and therefore, has implemented an Incident Management (IM) process to be able to efficiently handle escalations, customer notifications and the resource management necessary to quickly resolve urgent incidents. Incident Managers hold specific responsibilities, including overseeing status and progress, change window and page activity, assignment of appropriate resources, and escalation and

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communication with client and/or internal resources. The Incident Manager will see the problem through to resolution and completion.

There are four levels (IM 1-4) identified in the IM process. The classification of each IM level is based on the nature and severity of the issue. The incident is escalated to the appropriate IM level based on the guidelines set in the Problem Management Process Documentation. Each level is defined as follows:

- IM1: all incidents have an assigned owner
- IM2: client severely degraded, NOC supervisor becomes involved
- IM3: site down or extreme volume of alerts, Management becomes involved
- IM4: data center or network down, Director becomes involved

Automation exists in the ticketing system to escalate status of each reported incident or problem to team members periodically by email or page. There are also "on call" Incident Managers assigned for each IM level. With higher IM levels, senior and executive level resources are involved to ensure all efforts have been applied to achieve timely resolution. Problems or incidents that reach an IM3 level status require an internal investigation called a Post Mortem to be completed by the responsible Engineer. This formal investigation includes root cause analysis and corrective action plans. A problem review meeting is held twice a month to discuss recent Post Mortems, including root causes, trends and corrective action efforts. This meeting is cross-functional; team leads from the client care and service delivery attend. The objective for this cross-functional team approach is to have quicker resolution for critical service interruptions. Generally NaviSite, Inc. takes all security-related issues as Urgent and High and, if required, it can be given Medium and Low priority ratings.

Priority Description Response Time

Priority	Description	Response Time
Urgent	Critical infrastructure components down or degraded; significant operational impact	15 minutes from Problem Detection
High	Non-Critical network components or service down or degraded (note this ticket does not get escalated as part of the Incident Management/Problem Management process, as it is a non-critical component)	30 minutes from Problem Detection
Medium	Non-Critical network components or services down or degraded, non-critical restricted function and some operational impact	During Normal Business Hours
Low	Network components or services unavailable but workaround possible with no operational impact, non-critical, deferred maintenance acceptable	During Normal Business Hours

Escalation Process for Urgent Issues

NaviSite Internal Notifications:

1st hour ----- IM-1: Assigned Person working the Trouble Ticket 2nd hour ---- IM-2: Network Operations Center Supervisor and Site Manager

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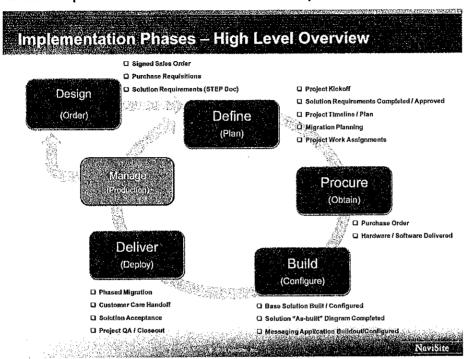
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4th hour ----- IM-3: Director of Operations 6th hour ----- IM-4: Vice President

4.0.3.7 Implementation Phases and Description



4.0.3.7.1 (M) Specify and define the proposed project timelines for each project phase and migration option.

NaviSite Response: Supported

Project Kickoff Meeting & Sign-Off

This meeting will take place with your project team and NaviSite's team, including the Project Manager, Client Manager, and Solutions Architect. During this meeting you will be presented with a critical document in our implementation methodology: the NaviSite "STEP Document." The Success Through Effective Planning document is a comprehensive implementation, configuration and support profile that includes specifications from your contract, as well as many other details needed to complete your implementation. This document will be referenced during the entire implementation phase and, therefore, must be accurate and complete. The implementation will not continue until we have your formal acceptance of the STEP document.

Included in this document:

- Implementation milestones and associated timelines
- Customer, NaviSite and partner team members with contact data
- Names attached to roles such as signatories, those with hardware access and those to be included in the escalation process

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- Authorization levels of users such as administrator, super user, view only, etc.
- All network specifications, including IP data, load balancing data, security, etc.
- Listing of all required equipment and materials
- All server requirements including name, data configuration, system and data backup specifications, etc.

State of Utah

- Facilities requirements
- Monitoring specifications

This collaborative effort is crucial to ensure the final STEP document reflects your specific business needs. Once complete, you will be asked to sign off on its accuracy and completeness. Your acceptance and sign-off of the STEP document will commence the configuration phase of your implementation. Also, during this phase, we will review the Change Management process. It is crucial that any changes which may have an impact on the project schedule and/or budget be jointly reviewed and approved before proceeding.

System Configuration

Once you have signed off on the STEP document, our Network Engineering and CSE groups will begin the configuration process. Your NaviSite Project Manager will continue working with purchasing to ensure timely delivery of equipment. Along with your Client Manager, the Project Manager will keep you apprised of progress and any open issues requiring your attention. Network Engineering will configure according to the network diagram designed in previous steps. Any deviations to the diagram will be noted so the end document matches the actual configuration. This is critical for future support.

At this time, our CSE group will build and rack your servers and NaviSite's Monitoring group will configure base monitoring agreed upon in the STEP document. All configuration data, including network, server and monitoring data will be stored in the CMDB referenced earlier to ensure accessibility for use by authorized NaviSite personnel.

System Test

Once complete, your new system will be tested for complete adherence to contract specifications. This will be performed by NaviSite engineers who specialize in test and quality assurance. A QA checklist will be completed. Any open tasks will be assigned through our IT tracking system to the appropriate groups. The QA Engineer along with the Project Manager will follow through to completion on all open tasks.

Installation and Testing

Once hardware, networking and operating system installations are complete and accepted by our QA group, applicable database and software applications will be installed and tested. Environments requiring additional application configuration will be delivered to the customer and third party implementer for full implementation efforts. Appropriate monitoring will be configured for the implementation period and implemented fully upon go live. Any technical infrastructure related questions which arise during the testing process will be monitored by NaviSite's Project Manager and Client Manager for timely remediation and closure.

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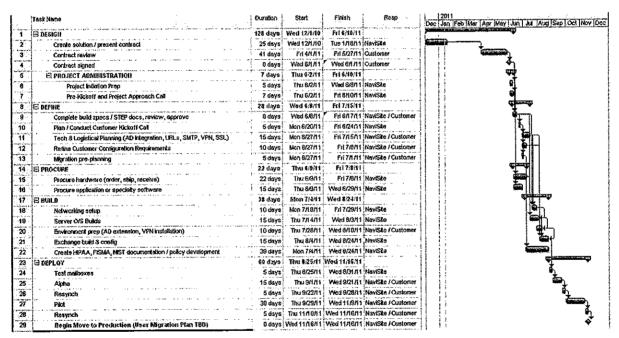


System Handoff

Once all testing is complete and approved, you will receive documentation for your users to log in. Data migration as appropriate may now begin. In addition to the user logins, you will receive a project recap and orientation package. Based upon your type of installation, appropriate training and knowledge transfer will take place. This will be in conjunction with a phone conference facilitated by the Project Manager. Any open items reviewed during this conference will be documented and remediated. Once complete, the Project Manager will then request your written acceptance. If your Project Manager and Client Manager are not the same individual, your relationship with NaviSite will be transitioned from the Project Manager to your Client Manager. NaviSite's Implementation Team looks forward to working with you to achieve your complete satisfaction.

The following chart represents a sample implementation plan. NaviSite will work with the State of Utah to finalize the project plan for your implementation.

Figure 1: Sample Implementation Project Plan



Please note the User Migration to Production Plan will be developed and mutually agreed upon based on the State of Utah's requirements. See response in section 4.0.3.7.8 "Notes on migration timelines" for a list of factors affecting migration planning.

4.0.3.7.2 (M) Specify and define the project initiation phase and related requirements and deliverables

NaviSite Response: Supported

Project initiation is part of our **DEFINE** phase. After the Design Phase (Sales Process), your Solutions Architect will transition your signed contract to your assigned Implementation During this phase, your Implementation Team will be established. Additional activities in this phase include

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review of hardware specifications and scheduling of the formal Project Kick-off meeting to be attended by your technical team and NaviSite's project team.

The Project Kickoff meeting will take place with your project team resources and NaviSite's team, including the Implementation Manager and Solutions Architect. During this meeting you will be presented with NaviSite's solution requirements document, referred to as the "STEP Document" or build requirements document. The Success Through Effective Planning document is a comprehensive implementation, configuration and support profile that includes specifications from your contract, as well as many other details needed to complete your implementation. This document will be referenced during the entire implementation phase and therefore, must be accurate and complete. The implementation will is dependent on receiving your formal acceptance of the STEP document.

Additional Project Deliverables

- Project Initiation
 - o Project Approach Phase Overview Presentation
 - List of Key Stakeholders & Roles/Responsibilities
- Project Communication Guidelines
 - Meeting Recaps
 - o Status Reporting
 - o Document Repository
 - o Scope Changes
 - o Risk/Issue Management
- Project Deliverables
 - o Program Roadmap
 - o Project Plan(s)
 - o Project Risk/Issue Log
 - Project Status Reports
 - Sales Order Tracking/Status

Information gathered during the DEFINE phase:

- Implementation milestones and associated timelines
- Customer, NaviSite and partner team members with contact data
- Names attached to roles such as signatories, those with hardware access, and those to be included in the escalation process
- Authorization levels of users such as administrator, super user, view only, etc...
- All network specifications, including IP data, load balancing data, security, etc...
- Listing of all required equipment and materials
- All server requirements including name, data configuration, system and data backup specifications, etc...
- Facilities requirements
- Monitoring specifications

A collaborative effort is crucial to ensure that the final STEP document reflects your specific business needs. Once complete, you will be asked to sign off on its accuracy and completeness. During this phase, we will review the Project Change Management process. It is crucial that any changes which may have an impact on the project schedule and/or budget be jointly reviewed and approved before proceeding.

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4.0.3.7.3 (M) Specify and define the project design phase and related requirements and deliverables.

NaviSite Response: Supported

The project design phase is conducted by NaviSite's team of System Architects who have responsibility for obtaining and validating solution objectives and detailed design criteria from our clients. Once this information is gathered an initial design is developed and reviewed by our design team group to ensure the solution is optimally designed and will achieve all stated requirements and can be fully and effectively supported. The design will be reviewed and approved with the customer before moving to the build stage. Depending on final requirements the design phase may be an iterative process. Once the design is complete the must signed off on the STEP DOCUMENT to confirm approval and move to the BUILD phase.

4.0.3.7.4 (M) Specify, define and describe the project development phase and related requirements and deliverables.

NaviSite Response: Supported

Once you have signed off on the STEP document, the **BUILD** phase begins, and our Network Engineering and CSE groups will begin the configuration process. Your NaviSite Implementation Manager will continue working with purchasing to ensure timely delivery of equipment. Along with your CCR, the Implementation Manager will keep you apprised of progress and any open issues requiring your attention.

Network Engineering will configure according to the network diagram designed in previous steps. Any deviations to the diagram will be noted so that the end document matches the actual configuration. This is critical for future support.

At this time, our CSE group will build and rack your servers and NaviSite's Monitoring group will configure base monitoring agreed upon in the STEP document. All configuration data, including network, server and monitoring data will be stored in the CMDB referenced earlier to ensure accessibility for use by authorized NaviSite personnel.

Once complete, your new system will be tested for complete adherence to contract specifications. This will be performed by NaviSite engineers who specialize in test and quality assurance. A QA checklist will be completed. Any open tasks will be assigned through our IT tracking system to the appropriate groups. The QA Engineer along with the Project Manager will follow through to completion on all open tasks.

4.0.3.7.5 (M) Specify, define and describe the project deployment phase and related requirements and deliverables.

NaviSite Response: Supported

Once all testing of the 'base infrastructure' is complete and approved, the Exchange Application build-out will begins in our **DEPLOY** phase

- 10. Application Build-out Preparation
 - 10.1. VPN Planning
 - 10.2. Firewall/Security Planning

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- 10.3. SSL Planning (URL addresses, approval process on customer's side for SSL cert requests)
- 10.4. SMTP Planning (forward and reverse IP's, sender validation methods required, delivery of mail during migration period, etc.)
- 10.5. Exchange & spam protection configuration questionnaire
- 10.6. Acceptance Criteria definition and documentation
- 11. Communication Planning (primarily placeholder for customer tasks)
 - 11.1. Migration escalation matrix
 - 11.2. Customer creation of help desk support materials
 - 11.3. Customer creation of end user support materials
- 12. Migration Scheduling (customer tasks w/ NaviSite input)
 - 12.1. Determine Alpha user population
 - 12.2. Determine Pilot user population
 - 12.3. Determine target Production user schedule will be adjusted after pilot
- 13. Exchange application build-out
 - 13.1. Active Directory (including any schema upgrades as needed)
 - 13.2. Exchange servers
 - 13.3. Archive servers, if applicable
 - 13.4. Migration server build-out
 - 13.5. Spam solution initiation
 - 13.6. Email domain move (optional can be done after migration)
- 14. Other integration Typically 1 week for critical-path items
 - 14.1. Monitoring setup
 - 14.2. Backup configuration

4.0.3.7.6 (M) Specify, define and describe reportable project metrics.

NaviSite Response: Supported

The assigned Implementation Manager will provide regular status updates as to percent (%) complete by phase and will maintain an Action Item list throughout the project. We will also track all Project Change Orders (add-on Sales Orders) and provide updates to overall impact to the customer's contracted costs.

4.0.3.7.7 (M) Specify, define and describe the go live support deliverables including on-site support, help desk integration and the overall ongoing support plan.

NaviSite Response: Supported

We offer 24x7x365 customer support to ensure customers' IT infrastructures remain up and running. Our onsite/offshore Network Operations Centers monitor and manage your IT resources across time zones using best in class automated software and monitoring tools. Our round-the-clock technical support teams are always available, just one phone call or click away to resolve your issues and queries.

NaviSite will provide Tier 2 Support through its Network Operations Center, which is available 24 hours a day, 7 days a week. Tier 2 Support is available via a toll-free telephone number, or by email.

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NaviSite will fulfill ongoing administration (Add\Change\Delete) requests made by Customer during NaviSite's normal business hours. Tier 2 Support for Services outages and related issues are provided on a 24x7 basis.

Customer may designate three Named Callers who may submit administrative requests and general support issues to NaviSite's Product Support Specialists. If specified on the Service Order, Customer may elect to have more than three Named Callers authorized to request support, including requesting that Customer's Tier 1 Support personnel be responsible for submitting administrative requests to NaviSite. Additional charges may apply as described on the Service Order.

Customer is responsible for providing Tier 1 Support (often referred to as Help Desk support), including technical support for desktop hardware or applications, Microsoft Outlook client installation and operation, application design, and use of any database or application not designed by NaviSite. (NaviSite can provide Tier 1 Support as an optional service). All End Users must go through the Customer's Tier 1 Support to obtain customer support for the Services. Customer's Tier 1 Support Help Desk is responsible for relaying Services-related issues, including problems directly related to NaviSite registration, mail routing, calendaring and scheduling, or Exchange Server availability to NaviSite's Tier 2 Support for resolution.

Appropriate monitoring will be configured for the implementation period and implemented fully upon go live. Once all testing is complete and approved, you will receive documentation for your users to log in. Data migration as appropriate may now begin. In addition to the user logins, you will receive a project recap and orientation package.

Based upon your type of installation, appropriate training and knowledge transfer will take place. This will be in conjunction with a phone conference facilitated by the Project Manager. Any open items reviewed during this conference will be documented and remediated. Once complete, the Project Manager will then request your written acceptance. If your Project Manager and Client Manager are not the same individual, your relationship with NaviSite will be transitioned from the Project Manager to your Client Manager.

NaviSite will provide services to maintain Exchange server-level configurations, such as server configurations, IP connections, etc. NaviSite will help resolve any configuration issues with the server as it pertains to connectivity, performance or functionality of the Exchange server environment.

4.0.3.7.8 (M) Specify, define and describe the phased work plan from pilot through go-live implementation.

NaviSite Response: Supported

Migration Phases

The migration portion of the project is broken down into Initial, Alpha, Pilot, and Production phases. Each phase has a clear goal and is appropriate for different user profiles.

Phase	Goal	Target Users
Initial Test	Initial system configuration testing	Test mailboxes – no live data or true users

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Phase	Goal	Target Users
Alpha	First true users with system tweaking as needed during business hours for technical performance reasons or based on customer feedback.	Customer project team members and 1-5 IT workers who can tolerate disruption and change. Do not include executives or VIPs in this phase.
Pilot	Deployment with expected final system configuration; minimal tweaking expected.	10 – 100 IT and Business Line power users who can tolerate system change and will provide feedback. Do not include executives or VIPs in this phase.
Production	User deployment with final configuration; tweaking only via scheduled Change Request.	User population. Recommended to include executives and VIPs beginning at 30% completion point.

A key concept for planning the user populations for each phase is that the longer a phase, the less disruption will occur for users in the following phase. Most customers opt for a 1-2 week short pilot with minimal breadth of pilot users. While speedy and allowing for some configuration testing and resynch, this does mean that configuration or usability issues may occur during the production rollout. The best strategy to ensure a smooth production rollout is an extensive pilot with a customer-led change process that includes pilot users from all business lines and encompassing a key business cycle (e.g., end of month financial close). Most customers do not choose this scenario, instead opting for a low level of risk with the production rollout in order to accomplish the project on a faster timeline.

Notes on migration timelines:

Migration tasks and timelines will vary greatly from customer to customer due to many factors, including (but not limited to):

- 1. Platform and version of platform(s) being migrated from
- 2. Number and size of mailboxes and data to be migrated
- 3. Additional intersecting projects that the customer requires to implement during a messaging platform change but that are not critical path for the Exchange mailbox migration, e.g.
 - a. Implementation of mobile security policies
 - b. Implementation of mailbox quotas/introduction of local user archiving
 - c. Client software deployment/upgrade and/or deployment of desktop software automation
 - d. Email address migration/format standardization
 - e. Active Directory migration and/or consolidation
- 4. Bandwidth to site of customer's current mail data
- 5. Capacity/speed of server(s) hosting customer's current mail data
- 6. Customer 1st level support capacity for a new mail platform, including
 - a. Desktop touch required for migration if needed
 - b. End-user documentation
 - c. Help desk training
- 7. Customer communication and scheduling factors around migration, such as
 - a. Typical communication lead time for user change

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- b. Departmental scheduling issues (e.g., Accounting can't be moved at the end of month or quarter)
- 8. Coordination with other parties, such as in an acquisition or divestiture situation, or when moving from a different provider

The project team will work with the customer to integrate key customer-driven deadlines into the production schedule as much as possible. The key technical timeline-limiting factor in most migrations is the amount of data that can be migrated in one evening from the customer server; this limit is almost entirely driven by available bandwidth to the customer site and responsiveness of customer's server. Beyond that, migration timeline is affected most by customer-driven factors regarding speed of desktop software deployments, customer tolerance for risk, and user community tolerance for change.

4.0.3.7.9 (M) Specify, define and describe the overall training plan for end users, and trainers, and specify training deliverables that will be provided.

NaviSite Response: Supported

NaviSite training programs are customized to meet our customers' needs. Training programs and documentation delivery are all part of our Project Management framework. The extent of operations or programs in each of these areas is dependent on the scope of the project and the skill sets of the target user group(s).

4.0.3.7.10 (M) Specify, define and describe the organizational change management plan and specify communication deliverables.

NaviSite Response: Supported

NaviSite's Change Management process is detailed in our response to question 4.0.3.6.1.

4.0.3.8 Reporting Requirements

4.0.3.8.1 (M) Provide an overall project management plan that specifies tasks, timelines, and resource requirements. A Gantt chart may meet this requirement.

NaviSite Response: Supported

The following chart represents a sample implementation plan. NaviSite will work with the State of Utah to finalize the project plan for your implementation.

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Figure 2: Sample Implementation Project Plan

ID	0	Task Name	Duration	Start	Finish	Predecessors	Resource Group
1	╫	Managed Hosting Implementation Milestones	17.75 days	Tue 3/31/09	Thu 4/23/09		
	********	Sales Activities	2 days	Tue 3/31/09	Wed 4/1/09	÷	i. i
3		Sign Contract	1 day	Tue 3/31/09	Tue 3/31/09		1
4	<u> </u>	Submit Dealpack	1 day	Wed 4/1/09	Wed 4/1/09	3	
5	•	Finance Activities	2 days	Thu 4/2/09	Fri 4/3/09	<i>d</i>	
Ô	† · · ·	Milestone 1 - Deal Pack Handoff	2 days	Thu 4/2/09	Fri 4/3/09	4	i
7	† · · ·	Solution Handoff	2 days	Mon 4/6/09	Tue 4/7/09		
8	<u> </u>	Create Purchase Regulation and STEP C	2 days	Mon 4/6/09	Tue 4/7/09	6	:
9	├ ┈~~~	Purchasing Activities	5 days	Wed 4/8/09	Tue 4/14/09		!
10	1	Milestone 2 - Confirm Hardware & License	5 days	Wed 4/8/09	Tue 4/14/09	8	1
11	1	Implementation Activities	11.75 days	Wed 4/8/09	Thu 4/23/09		
12	-	Planning Phase	3.25 days	Wed 4/8/09	Mon 4/13/09	Age of the following the control of the second of the seco	Light of Land State Control of the
13	┪ ┈	Assemble Technical Teams	1 hr	Wed 4/8/09	Wed 4/8/09	6FS+2 days	
14	∤ · ·-	Milestone 3 - Internal Kickoff	2 hrs	Wed 4/8/09	Wed 4/8/09	8,13	į
15		Milestone 4 - Customer Kickoff	2 hrs	Mon 4/13/09	Mon 4/13/09	14FS+1 day,10FS	e i yan kalendariya
16	╣	Build Phase	8 days	Mon 4/13/09	Thu 4/23/09	<u> </u>	· -
17	· · · · ·	Milestone 5 - Start Project W/ sign off	0 hrs	Mon 4/13/09	Mon 4/13/09	15	1
18	-	Milestone 6 - Config Network	3 days	Mon 4/13/09	Thu 4/16/09	17	*
19		Milestone 7 - Build & Rack Servers w	5 days	Thu 4/16/09	Thu 4/23/09	Electronic and the second	A STATE OF THE STA
20	-	Test Phase	0.25 days	Thu 4/23/09	Thu 4/23/09		
21		Milestone 8 - Test - base	2 hrs	Thu 4/23/09	Thu 4/23/09	allanda araba da arab	A comment of the second
21 22	- contract of the	Milestone 9 - Install Applications w/ n	0 days	Thu 4/23/09	Thu 4/23/09		
23		Milestone 10 - Test - with apps	0 days	Thu 4/23/09	Thu 4/23/09		
23 24		Milestone 11 - Create Users	0 days	Thu 4/23/09	Thu 4/23/09	F	alam as a second com-
24 25	ل		0.13 days	Thu 4/23/09	Thu 4/23/09	And the second second second second	tage and a second secon
		Handoff Milestone 12 - Orientation & Handoff	1 hr	Thu 4/23/09	Thu 4/23/09	A commence of the commence of	t
26			0.13 days	Thu 4/23/09	Thu 4/23/09	America and access	-{·-··
27		Acceptance and Billing Milestone - Request for Acceptan	1 hr.	Thu 4/23/09	Tru 4/23/09		der on a - incorporate
28	4	The state of the s	10 days	Thu 4/23/09	Thu 5/7/09	ul a manazara a a a a a a a a a a a a a a a a a	
29	-	Development Activities	10 days	Thu 4/23/09	Thu 5/7/09	.1	
30		Client configures Web/App/DB	an and a second	Thu 4/23/09	Thu 5/7/09		projectica montre de proprede de la constante
31	<u>.</u>	Maintenance Window	10 days	Thu 4/23/09	Thu 5/21/09		
32		Project Review and Close	20.25 days		Thu 4/23/09		
33		Milestone 13 - Quality Review	2 hrs	Thu 4/23/09	Thu 5/21/09	A Commence of the commence of	i May ayang ada adagan kembang I
34		Monitoring Review Period	20 days	Thu 4/23/09		E	de la companya de la
35		Milastone 14 - Project Close	0 days	Thu 5/21/09	Thu 5/21/09		i Ligariana morta
36	7	Milestone 15 - Data Delivery & Installation - as	0 days	Thu 4/23/09	Thu 4/23/09	£	
37	1	Project Complete	O days	Thu 5/21/09	Thu 5/21/09	335,36	;

4.0.3.8.2 (M) Describe, define, and where practicable provide examples of progress reports and metric reports that would be delivered to the State.

NaviSite Response: Supported

The NaviView customer care portal increases productivity through self-service functionality that allows viewing and updating of critical information without outside assistance (https://naviview.navisite.com). NaviView is a comprehensive monitoring and reporting solution that supports off-the-shelf agents for monitoring most well-known applications and hardware. In the case of custom-developed applications and unique devices, our CAM platform supports the ability for custom-created agents and tools to interface between your custom solution and our platform to report on most any required critical metrics and processes.

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The following is a list of features of the NaviView Portal:

- Asset and Configuration Information: Real-time access to complete hardware and software configuration for the entire application infrastructure
- **Server Utilization:** Real-time access to complete CPU, disk and memory utilization in hourly, daily, weekly, monthly and yearly intervals
- Per Network Port Utilization and Errors: Real-time access to complete per port network utilization and errors in hourly, daily, weekly, monthly and yearly intervals
- Bandwidth Reports: View aggregate bandwidth reports in hourly, daily, weekly, monthly and yearly intervals
- Customer Empowerment Tools: Proactive tools provide an interface into trouble and change ticketing system, contact database and customer survey data. Customers can view assets; view and enter tickets (trouble ticket, change ticket); view summary reports (trouble and change tickets); view and modify customer contact information; display CRM and NOC contact information; change MyNaviSite password; provide enhancement requests; and complete satisfaction surveys
- Integrated Service Reporting: (optional) Integration of web traffic analysis reports (WebTrends), database performance reports, and professional services offerings (e.g., Site Health Check and Readiness Assessments)
- Monitoring Configuration Information: View monitoring configuration information and change URL monitoring settings
- Backup Status Reports: View backup status of all disk volumes for each server for the past 60 days
- Technical Documentation: Seamless access to technical documentation on NaviSite
 products and processes. Customers can view SLDs; URL Monitoring Guidelines; Standard
 Monitoring Setup Guidelines; NaviSite Policies and Procedures; marketing collateral; "How
 to use" documentation for SRA, FTP, pcAnywhere, CustomerCare, Terminal Server and
 McAfee Remote Desktop; and NaviSite Circuit Provisioning Information.

4.0.3.9 Staff Organizational Structure

4.0.3.9.1 (M) Describe the composition of the team that will support project implementation for the State, and specify lead managers and responsibilities.

NaviSite Response: Supported

NaviSite's implementation team structure is detailed in our response to question 3.5.

4.0.3.10 Internal Control Procedures

4.0.3.10.1 (M) Describe the process for decision-making and sign-off procedures with State personnel.

NaviSite Response: Supported

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NaviSite will conduct a Project Kickoff meeting with your project team and NaviSite's team, including the Project Manager, Client Manager, and Solutions Architect. During this meeting you will be presented with a critical document in our implementation methodology: the NaviSite "STEP Document." The Success Through Effective Planning document is a comprehensive implementation, configuration and support profile that includes specifications from your contract, as well as many other details needed to complete your implementation. This document will be referenced during the entire implementation phase and, therefore, must be accurate and complete. The implementation will not continue until we have your formal acceptance of the STEP document.

Included in this document:

- Implementation milestones and associated timelines
- Customer, NaviSite and partner team members with contact data
- Names attached to roles such as signatories, those with hardware access and those to be included in the escalation process
- Authorization levels of users such as administrator, super user, view only, etc.
- All network specifications, including IP data, load balancing data, security, etc.
- Listing of all required equipment and materials
- All server requirements including name, data configuration, system and data backup specifications, etc.
- · Facilities requirements
- Monitoring specifications

This collaborative effort is crucial to ensure the final STEP document reflects your specific business needs. Once complete, you will be asked to sign off on its accuracy and completeness. Your acceptance and sign-off of the STEP document will commence the configuration phase of your implementation. Also, during this phase, we will review the Change Management process. It is crucial that any changes which may have an impact on the project schedule and/or budget be jointly reviewed and approved before proceeding.

4.0.3.10.2 (M) Describe the processes for tracking and monitoring project changes and revision requests from the State, and how such changes will impact costs and timelines.

NaviSite Response: Supported

NaviSite will follow its Change Management Policy to track and monitor project changes and revision requests. For changes in project scope, the assigned project manager is responsible for adhering to signed Sales Order and MSA, as well as delivering on the requirements as defined in the STEP document. The Solutions Architect will be notified of any changes in scope and the modifications will be handled with Add-on Sales Orders as required. Please refer to our response to question 4.0.3.6.1 for more details.

4.0.3.11 Help Desk Procedures

4.0.3.11.1 (M) Describe and define the responsibilities of the Respondent to train and integrate help and training services with existing State Help Desk services.

NaviSite Response: Supported

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NaviSite training programs are customized to meet our customers' needs. Training programs and documentation delivery are all part of our Project Management framework. The extent of operations or programs in each of these areas is dependent on the scope of the project and the skill sets of the target user group(s).

NaviSite understands that any successful systems or technology implementation has at its core an effective Change Management and Training program. We believe knowledge transfer is the most crucial component of a systems implementation. NaviSite promotes a "train the trainer" approach, where we assist in developing training materials and programs and then prepare your Subject Matter Experts (SMEs) to train users across the organization. This approach has been successful for us on past implementation projects, and promotes ownership of the system by the customer after go-live.

NaviSite will ensure your core team members are trained in all solutions implemented using the "train the trainer" approach by providing "hands-on" training. This may be conducted by webinar for remote core users.

Training our Help Desk Personnel in isolating and resolving basic problems with the application and provide front-line support for the application.

NaviSite will train the helpdesk personnel on:

- How to connect to their environment on NaviCloud
- Perform power management of servers (power on/off and reboot)
- How to connect to a server when the server is not responding on the network
- How to log a support ticket or contact our NOC for assistance

Training our Support Staff to assist with the task of administering and managing the system. It is intended for our support staff to provide a liaison relationship between the vendors technical support staff and our management.

NaviSite will ensure your Support Staff, as designated by you, are trained in all solutions implemented using the "train the trainer" approach by providing "hands-on" training. This may be conducted by webinar for remote core users.

4.0.3.12 Project Delays

4.0.3.12.1 (M) In the event of a project delay, explain the Respondents responsibility for ensuring that sufficient resources will be provided to mitigate delays and costs that go over budget.

NaviSite Response: Supported

In case of project delays, the assigned project manager will communicate all risks, issues and status changes as required.

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4.0.3.13 Transportability

4.0.3.13.1 (M) In the event of a failure of the project or a later change to a different vendor, describe the process for transporting and migrating out of the respondent's proposed system.

NaviSite Response: Supported

NaviSite will create a backup of the State's data on agreed upon electronic media.

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(5) References, Experience, and Resumes

(Section 5 of RFP)

5.0 References, Experience, and Staff Resumes

5.0.1 Experience

5.0.1.1 (M) The Respondent and/or prime contractor shall have experience in providing and servicing hosted email, communication and collaboration services. These services shall be of approximately the same scope and size, contracting with government entities similar to the State. Describe your company's experience providing similar services as required in this RFP.

NaviSite Response: Supported

Every industry has its unique challenges and demands. As a technology partner focused on your overall business success, NaviSite continues to expand its domain expertise around diverse industry verticals - to offer you robust industry-specific solutions. Our experience in catering to customers across multiple industries implies we have first-hand knowledge of real challenges - enabling us to design solutions that leverage industry best practices. No surprises; you get high-performing solutions for your business and industry.

NaviSite has a strong history in helping public sector organizations, such as colleges, universities, research institutions, and non-profit organizations, improve quality of service and streamline administrative systems.

Reference 1: Headquartered in the United Kingdom, this customer is an international group employing some 8,000 people specializing in aerospace equipment, high performance sensors, defense training and combat systems.

The NaviSite solution included:

- Exchange Email Services for 6,000 mailboxes
- Dedicated Archiving and eDiscovery Services
- Hosted and managed in US and UK SAS-70 Type II data centers

Reference 2: A leading global provider of environmental, health and safety, risk, and social consulting services, this customer delivers innovative solutions for business and government clients, helping them understand and manage their impacts on the world around them.

The NaviSite solution included:

- Exchange Email Services for 5,000 mailboxes in 40 countries
- Implementation and Migration on Exchange 2010
- Hosted and managed in UK and US SAS-70 Type II data centers

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Reference 3: This university customer has nearly 20,000 individuals studying in the undergraduate college and 10 different graduate schools as well as an extension school.

The NaviSite solution included:

- Enterprise Exchange for Faculty Members
- 10,000 Mailboxes
- Complex migration from legacy Exchange and Unix environment to Exchange 2007
- Currently migrating from Exchange 2007 to 2010

Reference 4: This customer is a global company with a 50-year history of providing hospitality services to its associates, guests and owners.

The NaviSite solution included:

- Enterprise Email Services for 415 branded properties and 35,000 mailboxes
- · Global consolidation of disparate email systems and platforms.
- Chat, Presence, and Web Conferencing
- Custom Administration Portal
- Geographically redundant solution across multiple NaviSite data centers

5.0.2 References

5.0.2.1 (M) The Respondent and/or prime contractor shall provide at least three references where similar services in scope to the requirements of this RFP have been provided. See section 3.2. References must be for clients with current relationships with the Respondent for Hosted Email, Communication, and Collaboration services. Additional references may be submitted, if available. For each reference, the Respondent shall provide the number of users in the environment, a brief description of the project, names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers. The Respondent is responsible to assure reference information is current and accurate. At minimum, the State will evaluate the following:

- a. Agency and user Satisfaction
- b. Management Capabilities (including problem resolution)
- c. Development Capabilities
- d. Interaction with Respondent staff
- e. Training and Change Management from the Respondent
- f. Project Completion within Budgets and Timelines

NaviSite Response: Supported

NaviSite will be more than happy to provide any and all references needed to satisfy your requirements. Out of respect for our current customers' time and privacy, we choose not to provide specific contact information in the general response stage for an RFP until we are selected for the next round or as a finalist. A number of additional references at a variety of service and product levels can be provided upon request.

Initial reference accounts and profiles have been provided above.

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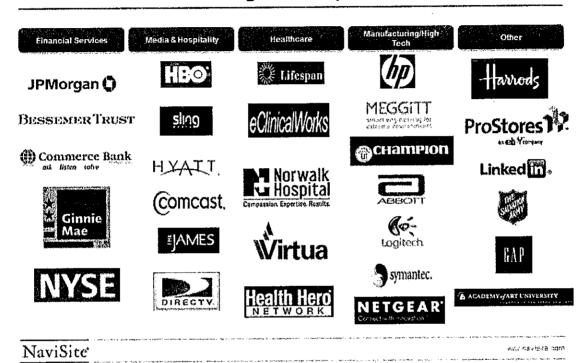
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NaviSite

Following is a sample of our current customers:

Figure 3: NaviSite Customers

Over 1,300 Customers in Various Industry Verticals Leverage Our Expertise



Reference 1: Headquartered in the United Kingdom, this customer is an international group employing some 8,000 people specializing in aerospace equipment, high performance sensors, defense training and combat systems.

The NaviSite solution included:

- Exchange Email Services for 6,000 mailboxes
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Reference 4: This customer is a global company with a 50-year history of providing hospitality services to its associates, guests and owners.

The NaviSite solution included:

- Enterprise Email Services for 415 branded properties and 35,000 mailboxes
- Global consolidation of disparate email systems and platforms.
- Chat, Presence, and Web Conferencing
- Custom Administration Portal
- Geographically redundant solution across multiple NaviSite data centers

Reference 5: This customer is a global customer providing entertainment and media service to customers. The customer has nearly 600 users based in five locations including Latin America.

The NaviSite solution included:

- Enterprise Exchange for 600 global employees
- Completed full risk assessment profile using NaviSite Professional Services
- Migration from Exchange 2003 to 2007

Employed NaviSite to manage the entire project from procurement to migration to deployment

5.0.3 Financials

(M) The prime contractor shall provide evidence of financial stability and capability to fund all costs associated with the project implementation plan. This information will be used in the RFP evaluation process, to ensure completeness and accuracy. (Note: This information is for evaluation purposes only. It will be held in confidence to the extent that the law allows.) Information required is the latest two years of audited annual financial statements including:

- a. Total Revenue
- b. Net Income
- c. Total Assets
- d. Cash Flow
- e. Financial Ratio Analysis
- f. Notes to Financial Statements

Respondents that are subsidiaries of other companies need to be certain that the financial relationship between the subsidiary and the parent company is adequately explained in the

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audited statements that are provided. This may be accomplished by providing an audited financial statement for the parent company as well as the subsidiary. Infrastructure vendors are required to meet the financial requirements specified in section 3.3

NaviSite Response: Supported

NaviSite's audited financial statements have been provided as separate attachments to our RFP response. Please refer to the PDF document titled *NaviSite_Annual Reports*.

5.0.4 Resumes/Background Checks

(M) The Respondent shall provide resumes for each staff member responsible for design, implementation, project management, or other positions relative to the requirements of the RFP. Resumes will include education, experience, license, and/or certifications of each individual. In the event of a change of a staff member during the contract term, the submission of a new resume is required. Any such change is subject to the prior approval of the State; such approval will not be unreasonably withheld.

NaviSite Response: Supported

NaviSite has included resumes in our response. These resumes represent a sampling of the caliber of NaviSite's technical team. The actual personnel assigned to this engagement will be determined during the planning phase of the implementation.

Microsoft Infrastructure and Messaging Architect

Summary

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Unified Messaging Architect and Consultant focused on bringing world-class expertise to enterprise communications through the use of Microsoft technologies. Excellent understanding of blending Information Technology needs with critical business demands. Unparalleled dedication and motivation to succeed using the latest technologies.

Project Experience

- Designed and Deployed Microsoft Hosted Exchange Solutions to allow for the hosting of millions of mailboxes and companies on a shared architectures. The solutions utilized a multitude of Microsoft Products including Active Directory, Exchange, SQL, ISA, SharePoint, CRM, and Office Communications Server.
- Migrated tens of thousands of servers, users, and other objects into a single Active Directory forest. Utilizing Microsoft native and third party tools, Active directory migrations were planned and executed to merge the directories of recently acquired financial institutions into corporate infrastructure.
- Designed, Build, and Deployed Office Communications Server Networks for over forty thousand users for two national laboratories, the Chickasaw Nation, and other government organizations.
- Pioneered Software-As-A-Service (SaaS) Application Hosting intermingling Softricity, Citrix, Hosted Exchange, and other Microsoft Server components.
- Facilitated, on Microsoft's behalf, the Windows Server 2008 Quickstart program to key customers in the Windows and Exchange Hosting Space.

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- Directed and Managed a department of ten Information Technology professionals ensuring quality service and availability of enterprise services to 400 clients.
- Engineered and Developed network monitoring plan ensuring high availability of resources by using System Center Operations Manager and best practices.
- Developed Curriculum and Facilitated customized training focused toward Microsoft selected early adopters of Windows Server 2008, Hyper-V, and Internet Information Server 7.
- Authored over 30 technical papers published by TechRepublic.com.

Education, Training and Certifications

- Bachelor of Science in Information Systems Security, American Public University
- Microsoft Certified Systems Engineer (MCP ID: 1284118)
- Microsoft Certified Product Specialist: Exchange Server 5.5 & Proxy Server 2.0
- Microsoft Certified Professional
- Microsoft Hosted Messaging and Collaboration Training (HMC3.5)
- Interconnecting Cisco Network Devices (ICND 2.1)
- Novell NetWare 5 Administration (560)
- Microsoft Exchange 2007 "SWAT" Training (Invite Only; Microsoft Funded)
- Office Communications Server 2007 Voice Ignite ((Invite Only; Microsoft Funded)

Senior Project Manager, Infrastructure Services Implementations Summary

Highly analytical, detail oriented Project Manager/IT professional with 10 years' experience and proven track record in Project Management, including collaborative team player with strong communication skills and over 15 years of Information Technology experience.

Areas of Expertise

- Emphasis on impact of project on larger business operations
- Manage virtual/geographically disperse teams: onshore/near-shore/offshore
- Maintain vendor client relationships
- Execute projects successfully
- · Troubled project recovery specialist

Professional Experience

Project Manager, PPM Software Implementations—Successfully managed all aspects of implementation projects for an industry leading Project and Portfolio Management Software (PPM) for a variety of customers, including Financial Services, Manufacturing and Government.

Director, Technology Services—Managed Delivery Service Desk team of five individuals and supported the sale of Professional Services in New York and New England. Provided expertise on deal construction for consulting services, and related contract creation. Successfully took over "rescue projects" that were failing under previous PM and completed all projects, including Government and Telecommunications customers.

Project Manager—Managed consulting services projects related to a wide variety of software offerings, including workload automation, security, storage, change control, and reporting tools.

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Bid PR11059



Senior Consultant—Managed a team of 11 individuals at major drug store chain, researching and documenting legacy prescription system, as it was developing its replacement prescription system.

Systems Analyst—Technical Lead on development and implementation of Bureau Statistical Reporting system. Supported expansion from Massachusetts to other states, including implementation of mainframe computer with client-server technology, into previously AS/400-centric IT shop.

Systems Consultant—Responsible for supervising a team of six systems analysts and variety of IT Positions. Development, maintenance, and business function analysis, including: mainframe, online client-server, reporting systems and functional support of Claims, Underwriting and Actuarial departments. All phases of System Development Life Cycle (SDLC), including post-production support. Participated in Business Process Re-engineering (BPR) for implementation of new mission-critical online Claims system.

Education, Training and Certification

- Project Management Professional (PMP) Certification Project Management Institute.
- Certificate in Client-Server Technologies Clark University, Worcester, MA.
- Associate in Research and Planning Designation Insurance Institute of America, PA.
- Chartered Property-Casualty Underwriter Insurance Institute of America, PA.
- ITIL: Foundation-Level Certified.
- Bachelor of Arts, Business Administration Kentucky Wesleyan College, Owensboro KY
- Self Study: Validation of Computer Systems for Pharmaceuticals (includes 21 CFR Part 11).

Awards

- Technology Services "Spotlight Award" (2006) in recognition of project recovery,
- "Above and Beyond" awards, 2009 and 2007, for dedication and performance.

Director of Implementation Services

Summary

Over 25 years in the IT industry delivering IT consulting/engagement management/project management services. Extensive experience in project portfolio management (developing process, implementing tools, designing solutions).

Areas of Expertise

- Project Portfolio Management/Resource Management
- PMO Organization Design
- IT Process Assessment/Design & Implementation
- Help Desk/Problem & Change
- IT Skills Assessment
- Organizational Change Management
- Application Development Methodology; Solution Design/Delivery

Professional Experience

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State of Utah Bid PR11059

NaviSite

Director of Implementation Services/PPM—Leveraged extensive 'real-world' background in project/program management to successfully sell and manage the delivery of software implementation services for two different industry-leading project portfolio management (PPM) solutions. Managed the consulting services delivery for a variety of client accounts across multiple industries. Directly managed consulting resources, as well as supported pre-sales activities, RFI/RFP responses and services proposals. Developed, documented and implemented process improvements to the consulting services delivery model.

Manager, IT Portfolio Program PMO—Provided design, development and support of IT processes, tools and governance methods used across IT organization. Define roles/responsibilities and hire/train the IT Portfolio PMO personnel. Lead the design and deployment of an eRoom-based project collaboration solution for all of EMC IT, ~800 employees worldwide.

IT Program Manager, Portfolio and Process Management Group—Project lead on investigating resource management and project management solutions. Documented the "as-is" process flow for software development project planning, defined requirements, and solicited/interviewed vendors, provided detailed solution comparison and return on investment (ROI). Presented formal business case to CXX level. Project lead on a beta testing program process improvement initiative. Applied Six Sigma analysis tools to identify process improvements areas. Documented business requirements and investigated solutions, presented results to management team.

Manager of Professional Services—Built and managed the professional services group responsible for the implementation of subscription-based IT management services that delivers proactive monitoring, notification and reporting on IT infrastructures. Represented the delivery organization in building a strategic reseller relationship with a nationally recognized hosting provider. Developed training programs for both internal personnel and reseller partners.

Engagement Manager/IT Consultant—Process SME for on-site PMO for a large outsourcing services organization. Provided IT consulting services to a variety of clients on engagements averaging ~6 weeks to 4 months. Received high ratings on client satisfaction and was invited back for follow on work on several accounts creating additional revenue opportunities.

Manager of IT Systems Implementation—Lead the corporate-wide implementation of the company's primary business management software application and all aspects of user training. Developed and delivered customized multi-level user-training programs.

Controller—Managed all aspects of HR, payroll, billing, A/R and A/P, financial statements through trial balance, corporate budgets and monthly management reporting. Implemented an enterprise-wide business management/accounting software system.

Education, Training and Certification

- Bachelor of Arts Degree in English Literature, University of Oregon Eugene, OR
- Information Systems, Financial Accounting, COBOL, Northeastern University Boston, MA
- Clarity PPM Software Functional Certification
- Six Sigma Green Belt Training
- IT Service Management (ITIL) Foundation Certificate
- IT Management Training Program
- IT Business Case Development (Babson Center for Executive Education)
- Six Sigma Green Belt Fundamentals
- IBM Professional Consultants Workshop

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- IBM IT Process Model (ITPM)
- Fundamentals of Organizational Change Management
- DesignFlow (process design/business transformation methodology)
- HelixPLAN Facilitation Training
- · WSDDM, Application Development Methodology
- IBM Help Desk Methodology

Additional Technology Training/Experience

- Project Portfolio Management Software (Clarity, Planview)
- EMC Documentum eRoom Enterprise Collaboration and Content Management Software
- LBMS Process Engineer® and LBMS Systems Engineer®
- Business Analysis Techniques (including entity relationship diagrams, solution context diagrams, data modeling)
- Call Center Management Tools: Tivoli Service Desk Consultant Overview, Remedy Fundamentals, Clarify Fundamentals, DP Umbrella Fundamentals
- Direct Marketing Agency Software: Pro-Mail® Business Management Center. (Named President of the Pro-Mail Users Group)
- Accounting Software: MAPICS™, MAS90, QuickBooks, Great Plains, MCBA, Solomon III, American Data System, ADP Payroll/Personnel, SABRE Accounting System

Network Architect

Professional Summary

- Extensive professional and practical experience in network architecture design and implementation.
- Expertise in enterprise level system analysis and monitoring solutions.
- Proficiency in networking, network security, and fault tolerant business critical solutions.

Areas of Expertise

- Operating Systems: Cisco IOS, Linux, Solaris, Windows.
- Languages: Perl, sed, awk, expect, Shell.
- Networking Topologies: Ethernet, Routing and Switching IP networks OSPF, EIGRP, IS-IS, BGP4, and RIP.
- Hardware: Cisco routers and switches, F5 BigIP LTM, Citrix NetScaler, Cisco CSS 11xxx (ArrowPoint), Cisco ACE, Cisco ASA 55xx Security Appliances, Cisco PIX firewalls.
- Software: HP OpenView, CiscoWorks, Network General Sniffer, Wireshark, Lucent QIP, DNS and BIND, Remedy, Visio, VitalNet.

Professional Experience

Network Architect

 Responsible for network architecture design, recommendations and decisions, implementations and trouble-shooting. This includes standards for inter-data center network communications, switch and router maintenance, planning for future expansion of data centers, recommendations and implementation of standards for HP OpenView, coordinating network technology use among various project groups, and developing standards for Customer Lifecycle.

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- Served as Principal Architect for international data center expansion, developed footprint for core network and customer implementation standards to include detailed design documentation for implementations of routers, switches, firewalls, and load balancers.
- Lead a team that designed, implemented and currently maintains the NaviSite OC12/10GigE private and public peering infrastructure using BGP to include: route maps, route reflectors, filter lists, and communities.
- Produced standardized secure network implementation process and quality assurance testing process for new customers.
- Designed datacenter security standards for all NaviSite facilities.
- Enhanced corporate billing schema by defining naming standards for switch port utilization in order to provide accurate billing data.
- Delivered Lucent QIP database from development into production environment for the effective allocation of IP space.
- Supported Enterprise Systems Monitoring team with HP OpenView standards.
- Implemented BGP changes for advertising new IP blocks, optimizing BGP routing for all data centers.
- Developed implementation standards for customers requiring PCI DSS compliance.
- Designed controls for ensuring Network and Security SAS70 compliance in accordance with requirements of the Sarbanes Oxley Act.

Senior Network Analyst

- Evaluated, recommended, installed and supported new networking hardware and software.
- Designed and implemented fully meshed, load balancing and expandable ATM corporate backbone network.
- Installed meshed Frame Relay network in North American remote offices.
- Developed customized notification system through the implementation of HP OpenView.
- Project manager and network architect for the relocation of over 800 systems engineers and supporting labs.
- · Primary network architect for expansion facility.

Network Engineer

- Performed on-site network troubleshooting for enterprise network, consisting of Cisco Systems routers and switches and Fore Systems ATM backbone.
- Designed and implemented enterprise wide e-mail architecture for 10,000 user base network, winning the Government Computer News Award for most improved network for all government agencies.
- Maintained network integrity using HP OpenView and CiscoWorks for 7000+ nodes.
- Designed and implemented base-wide security features such as standardized ACLs (Access Control Lists), policy routing, and SideWinder Firewalls.

Education, Training and Certifications

- Building Scalable Cisco Networks, Global Knowledge, Cisco Routing Protocols.
- Network Management Systems, EDS, Managing an Enterprise Network Tools Included: HP OpenView, CiscoWorks, Network General Sniffer, and LAN Probes.
- Core Networks, FORE Systems, Implementing and Managing ATM in the enterprise.
- HP OpenView for the UNIX Administrator, Hewlett Packard, HP OpenView.
- Advanced UNIX, Honeywell, UNIX operating system concepts and programming.
- Solaris System Administration II, Sun Microsystems, System Administration.

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(6) Business Cost Analysis

(Section 6.0.1 of RFP)

6.0.1 Business Cost Analysis

(M) The business cost analysis is a summary of business costs and must include a five-year summary by year of ongoing costs and general cost categories, including initial implementation and migration non-recurring costs. A unit cost per user, based on 20,000 to 30,000 users must be provided for each of the five years, and an average cost per user over the full five-year life of the project. Any (DR) items that require extra costs should be separately detailed and priced in the cost summaries as optional capabilities.

NaviSite Response: Supported

This information is supplied in the Cost Proposal of the RFP response. Please refer to the document titled NaviSite COST Proposal State of Utah_Email Hosting_FINAL.docx.

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(7) Cost Summaries and Professional Services

(Section 6.0.2-6.0.3 of RFP)

This section has been provided under separate cover, as requested in the RFP. Please refer to the document titled NaviSite COST Proposal_State of Utah_Email Hosting_FINAL.docx.

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(8) Exceptions

(M) Respondents must indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A, and the DTS Standard Terms and Conditions included as Attachment C.

NaviSite takes exceptions to the following statements in the State of Utah Standard Terms and Conditions. We would be willing to discuss these items with the State further to come to a mutually agreeable set of terms and conditions.

Department of Technology Services (DTS) Terms and Conditions for State Cooperative Contracts

19. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the Contractor, the State or its Political Subdivision may procure or otherwise obtain, upon such terms and conditions as State or its Political Subdivision deems appropriate, services similar to those terminated, and Contractor shall be liable to the State or its Political Subdivision for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the State or its Political Subdivision in obtaining similar services.

NaviSite would support a migration to another provider if the State terminates for cause. Associated costs and scope of our services would be agreed upon prior to final contracts.

25. NOTIFICATION AND DATA BREACHES: Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification in accordance with .In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law (§ 13-42-101, etc.), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State of Utah against any claims, damages, or other harm related to such Notification Event.

NaviSite would agree to this term and condition if it were subject to a fixed amount, not an openended amount.

State of Utah Standard Contract Terms and Conditions

20. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

NaviSite would be willing to discuss a "rebate" to the State if the State pays invoices on time for a full year.

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